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# Collective Negotiations Agreement

Between the Orchard Park Central School District  
and the Orchard Park Teachers Association

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

NOV 22 2008

ADMINISTRATION

**Begins: September 1, 2003 -- Ends: August 31, 2008**  
(W/ Updated Extension Language Sept. 1, 2008 - Aug. 31, 2011)

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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## **PREAMBLE**

This Agreement is entered into effective as of September 01, 2003 by and between the Superintendent of the Orchard Park Central School District and the Orchard Park Teachers Association.

### **ARTICLE 1. PERTAINING TO THIS AGREEMENT**

- 1.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- 1.2 Definitions as used in this Agreement:
- (a) "Agreement" means this Agreement, all appendices, if any, attached hereto, and all amendments hereto, if any made during the term of this Agreement.
  - (b) "District" means the Orchard Park Central School District.
  - (c) "Board" means the Board of Education of the District.
  - (d) "Superintendent" means the person appointed to the position of Superintendent by the Board.
  - (e) "Association" means the Orchard Park Teachers Association.
  - (f) "Teacher" means a person in the negotiating unit for which the Board has recognized the Association as the exclusive representative.
  - (g) "Parties" means the District and the Association.
  - (h) "Party" means the District or the Association.
- 1.3 Conformity to Law: It is the intent of the parties that a term or condition of employment expressed in a provision of the Agreement shall prevail unless there is an applicable constitution or statute which explicitly and definitely prohibits agreement on such a provision.
- 1.4 Term: This Agreement takes effect as of 12:01 am on September 01, 2003 and continues in effect until midnight on August 31, 2011.

- 1.5 This Agreement is the complete record of all commitments between the parties. No other commitment is binding between the parties unless it is: (a) dated after the execution date of this Agreement and (b) is signed by duly authorized representatives of each party.
- 1.6 Amendment, Waiver: This Agreement may not be waived or amended by implication or by any other means than a written and dated amendment signed by duly authorized representatives of each party.
- 1.7 Successor Agreement: If either party desires to negotiate a successor to this Agreement, it shall so notify the other party in writing not later than February 15<sup>th</sup> of the final school year of this Agreement. Such notice must be accompanied by the notifying party's written proposals. If such notice is given, the first negotiations meeting shall be held not later than March 15<sup>th</sup> of the final school year of this Agreement at a mutually agreeable place, time and date.
- 1.8 Copies: The District will reproduce fifty (50) copies of this Agreement (8 ½ x 11) to be made available to the Association within thirty (30) days. The Association is then responsible for any further reproduction, using District equipment and supplies at no cost.

## **ARTICLE 2. DISTRICT- ASSOCIATION RELATIONS**

### 2.1 Recognition

- 2.1.1 Negotiating Unit: The Board recognizes the Association as the exclusive representative for receiving the rights and privileges as set forth in this Agreement for purposes of collective negotiations and the administration of grievances under this Agreement of the District's employees in the Instructional Negotiating Unit which is described as follows: all personnel holding positions of employment with the District for which the law (or rules or regulations having the force and effect of law) requires certification by the Department of Education of the State of New York as teachers, guidance counselors, librarians, social workers or psychologists, excluding all members of the District's administration.
- 2.1.2 (a) The Board, in addition recognizes the Association as the exclusive representative for receiving the rights and privileges as set forth in this Agreement for purposes of collective negotiations and the administration of grievances under this Agreement of the District's employees who are duly certified for and hold the position of Occupational Therapist or Physical Therapist.

(b) Occupational Therapists and Physical Therapists shall not be entitled to the following rights and privileges under this Agreement:

- (1) Inclusion on Teacher Seniority Lists; a separate seniority list will be established for Occupational Therapists and Physical Therapists.
- (2) Probationary Periods: All laws, rules and regulations of Civil Service shall apply. Occupational Therapists and Physical Therapists will serve a six-month probationary period.
- (3) Disciplinary procedures; however, the disciplinary process described in Collective Negotiations Agreement between the District and its School Related Personnel shall apply.
- (4) All provisions related to mentoring/intervention.
- (5) All provisions relative to dismissal and layoff. Among Occupational Therapists appointed on the same day, seniority shall be determined by the person who has the lowest retirement number with the New York State Employees Retirement System.

2.1.3 This recognition shall extend for the maximum period permitted by law.

## 2.2 Facilities and Information for Association

2.2.1 On reasonable advance request, the District shall furnish to the Association (a) copies of documents in the District's possession or (b) reasonable access to District records (as the case may require) whichever will enable the Association to obtain information relevant to the administration of this Agreement. The Association shall pay the same price per copy for such documents as is charged by the District to others pursuant to then current Board policy.

2.2.2 Orientation Day: The Association shall be given time (not to exceed 15 minutes) to address teachers at Orientation Day.

2.2.3 School Mail: The Association may send materials in reasonable quantities through school mail facilities and boxes provided that a copy of such material is given to the Superintendent and the Building Principals in the case of a District-wide mailing or to the Building Principal only in the case of a single building mailing.

- 2.2.4 Bulletin Board: The Association shall have the exclusive use of a bulletin board located in each school building at a place mutually agreeable to the Association and the Building Principal. The Building Principal shall be given a copy of all material to be posted on the Association bulletin board and shall have the right to remove therefrom any other material. Association postings shall be limited to the designated boards.
- 2.2.5 Board Agenda and Minutes: The District will send to the Association a copy of the agenda for and the minutes of each Board meeting at the same time such documents are sent to Board members.
- 2.2.6 Association / Administration Meetings: Meetings respecting the administration of this Agreement or terms and conditions of employment of teachers not covered herein shall be held, on reasonable advance notice of the desire for and intended subject of the discussion between (a) the Superintendent and officers of the Association, and (b) a Building Principal and the Association's Building Representative(s). All such discussions shall be held at reasonable times and place mutually agreed upon. The representatives of either party may invite others to participate in the discussions. The parties, upon request, shall be informed of all the individuals who will be present for the discussion.
- 2.2.7
- (a) The Association shall certify in writing to the District the amount of its annual dues per member and the District shall deduct such dues from the pay of each member who filed with the District a written authorization therefore which he/she has voluntarily signed and which he/she has not subsequently revoked by delivery to the District of a written, signed and dated statement of revocation. The annual dues shall be deducted from the pay of each such teacher in equal installments on each warrant pay date which occurs not less than one calendar week after receipt of his/her written authorization. The total amount of dues so deducted on each such date shall be forwarded to the Association within one calendar week thereafter.
  - (b) In accordance with applicable New York State Laws, the District agrees to deduct from salaries of members of the bargaining unit who are not members of the Association, an Agency Fee equivalent to the dues levied by the Orchard Park Teachers Association.
  - (c) The Association shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall or may rise out of the District's proper implementation of the Agency Fee. Except in the case of clerical error, questions as to the implementation of this provision shall be settled between the teacher and the Association.

- 2.2.8 The Association shall be given automatic approval to hold meetings of its membership, officers and committees in school buildings pursuant to the then current Board policy (except for the requirements of maintaining liability insurance) and charges applicable to other organizations provided that the requested meeting facilities have not previously been scheduled for other users. No more than two such general meetings per month or two such school meetings per month in any building shall begin during the 7 ½ hour work day, but shall not interrupt the instructional day.
- 2.2.9 Seniority List: A seniority list for all teachers in the District entitled to accrue seniority as provided by law will be prepared annually and shared with the Association by February 1<sup>st</sup> of each year. The District will provide 30 copies of the Seniority List to the Association by February 1<sup>st</sup> of each year. The Seniority List shall reflect service to the prior June 30<sup>th</sup>.
- With exception of grievances directly related to paragraphs 5.5.3 and 5.6.2 of this Agreement, any action taken by the District in reliance on the list will not be subject to the grievance/arbitration provisions of this Agreement.
- 2.2.10 Vote Cope: The District agrees to permit voluntary deductions for VOTE-COPE. Authorization for deductions must be submitted to the payroll office on forms provided by OPTA no later than 20 days before the deductions are to begin. Deductions and transmittal of VOTE-COPE monies shall be made at the same time as dues deductions.
- 2.2.11 Presidential Time: The President of the Association shall not be assigned a supervisory period during the school day, and shall be permitted to utilize all non-instructional time for the conduct of Association business. In the event the President is an elementary level teacher, President time arrangements shall be made by agreement between the Superintendent and the Association President.
- 2.2.12 Labor-Management Committee: The parties recognize the benefit of the exploration and study of current and potential problems and differences by meetings of representatives of the parties and exchange of views and information without the stresses and time limitations which may exist at the bargaining table. The District and the Association agree to establish a Labor-Management Committee to study, explore and make recommendations to the parties during the life of this Agreement concerning matters referred to the Labor-Management Committee by the parties.
- 2.2.13 Benefit Trust: The District shall permit and make accommodations for payroll deductions for the NYSUT Benefit Trust (see Appendix L).



- 2.2.14 Cafeteria Plan: The District and OPTA shall evenly split any FICA savings which result from the 125/129 Cafeteria Plan. The FICA savings realized by OPTA hereunder will be utilized by it to absorb the costs of administering the 125/129 Cafeteria Plan, together with whatever other resources currently being devoted to that purpose. The employee may designate only one (1) time per year the amount to be distributed to the plan and may make changes only as the Law permits, relative to changes in personal circumstances.
- 2.2.15 Shared Professional Decision-Making: Each building shall have a Building Effectiveness Team ("BET") consisting of the OPTA building representatives and administration representatives. The establishment of a BET does not limit nor constrain any other types of teams, groups or committees from being formed or operated in a building. The parties to a BET shall meet at times mutually agreed upon. The BET is charged with the ability to make recommendations that provide a positive influence on the decisions at the building and district levels, however, no party under this framework abrogates its rights and responsibilities as grounded in education or public law including controlling regulations of the Commissioner of Education or the State of New York. Either the President of OPTA or the Superintendent of Schools may determine that any given topic is not appropriate for this forum. This forum is not intended to take the place of collective bargaining or grievance administration.

### 2.3 Grievance Procedures

- 2.3.1 Purpose: The District and Association recognize the importance of an orderly, clearly defined procedure for processing grievances for members of the professional staff. The primary intention of this procedure is to resolve any grievances at the lowest practicable level.
- 2.3.2 Definitions as used in this Section 2.3:
- (a) "Grievant" shall mean a teacher who is employed by the District and covered by the terms and conditions of this Agreement. Alternatively, "grievant" shall mean the Association in each of these situations: (a) the grievance alleges a violation of a provision of this Agreement which sets forth a right or privilege owing to the Association as such (e.g., exclusive representation pursuant to 2.1.1) as distinct from a right or privilege owing to a teacher or group of teachers; (b) the number of teachers aggrieved constitutes at least a majority of the teachers in the District in a subject area, in a grade level or a building.

- (b) "Grievance" shall mean any alleged violation of the terms and conditions of this Agreement.
- (c) "Immediate Supervisor" shall mean the administrator to whom the teacher is directly responsible.
- (d) "Representative" shall mean the person or persons from the Association or its affiliates designated by the aggrieved employee or his/her representative.
- (e) "Days" shall mean days when school is in session, except that during the summer recess "days" shall mean any day except a Saturday, Sunday or legal holiday.

- 2.3.3 Right to Present Grievance: Every teacher shall have the right to present his/her grievance as herein provided.
- 2.3.4 Right to Representation: Every teacher shall have the right to be represented at all stages of the grievance procedure. The Association shall have the right to be present at all stages of the grievance procedure even if the teacher/grievant has chosen to proceed without representation.
- 2.3.5 Time: Time is of the essence in presenting and processing grievances. Therefore, the teachers and the parties shall strictly adhere to the time limits set forth in this Article 2. However, the parties can mutually agree in a dated and signed statement to extend or reduce any such time limit.
- 2.3.6 Time: To be considered a proper grievance, the written grievance must be presented within ten (10) days of (a) the day of the occurrence out of which the grievance arose, or (b) the first day when the grievant became aware (or reasonably should have become aware) of that occurrence.
- 2.3.7 Grievance Form: Written grievances shall be presented, answered and appealed on the form set forth in Appendix A of this Agreement.
- 2.3.8 If the grievant does not receive the decision of a supervisor or the Superintendent by the final day required by this procedure, the grievant may nevertheless appeal the grievance to the next Level as though the decision had been given on the last day allowed. If any appeal is not made on the last day allowed by this procedure, the grievance shall be deemed to have been satisfied by the decision not appealed from.
- 2.3.9 Level I. A written grievance shall be presented to the grievant's immediate supervisor. Not later than the eighth day after the grievance is presented, the immediate supervisor shall give his/her written determination to the

grievant. Within such eight (8) day period, the grievant and the immediate supervisor shall meet to discuss the grievance if either so requests. The grievance will be closed unless a written notice of appeal is received by the Superintendent not later than the third day after the day on which the immediate supervisor presented his/her written determination.

- 2.3.10 Level II. The Superintendent or his/her designee shall meet with the grievant to discuss the grievance if either the grievant or the Superintendent (or his/her designee) so requests. Within twelve (12) days after receiving the appeal, the Superintendent shall render a written decision, copies of which shall be delivered to the grievant and the Association. The grievance will be closed unless a written notice of appeal is received within five (5) days by the Superintendent.
- 2.3.11 Level III. If the grievant is not satisfied with the decision at Level II, the Association may submit the grievance to arbitration not later than the twelfth (12<sup>th</sup>) day after delivery of the Superintendent's decision at Level II.
- 2.3.12 To submit such a grievance to arbitration, the Association shall send a demand to the American Arbitration Association (AAA) and a copy to the Superintendent. The demand shall request the AAA to send to the Association and to the Superintendent a list of twenty names of arbitrators. Within ten (10) days of the day on which it receives its copy of the list, each party will return its copy to the AAA with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, the AAA shall send to each party a second list of ten names and the foregoing procedure will be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator.
- 2.3.13 Single Grievance Rule: No more than one grievance may be appealed to a single arbitration proceeding, unless the parties expressly agree in writing to the appeal of more than one grievance.
- 2.3.14 Arbitrator's Power: The arbitrator shall determine whether this Agreement has been violated as alleged in the grievance, but he/she may not add to, subtract from or modify any of those terms nor shall he/she require anyone to commit an act which is prohibited by law.
- 2.3.15 Final and Binding Decision: The arbitrator's decision shall be final and binding upon all parties and teachers.
- 2.3.16 Cost of Arbitration: One-half of the fees and expenses of the arbitrator shall be paid by the District and one-half by the Association. All other

expenses incident to the arbitration, including compensation of witnesses, shall be paid by the party which incurs them.

- 2.3.17 All meetings involving grievances will be held after school hours.
- 2.3.18 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private. Any preliminary disposition will not be made public without the agreement of all parties, provided, however, that if any such proceeding or preliminary disposition is made public; the parties shall not therefore be bound to observe this paragraph with respect to the grievance in question.
- 2.3.19 Inclusion in Personnel File: No material relating to a grievance will be placed in an employee's personnel file.

### **ARTICLE 3. COMPENSATION**

#### **3.1 Annual Salaries**

- 3.1.1 The annual salaries of teachers shall be computed in accordance with the provisions of sections 3.1, 3.2, and 3.3 of this Agreement and:

The attached salary schedules shall be utilized during the years indicated to implement the following:

2003/2004 – no increase beyond the cost of increments (1.8%) previously paid by the District. (See Appendix B)

2004/2005 – no increase beyond the cost of increments (2.84%) previously paid by the District. (See Appendix C)

2005/2006 – an increase of 3.92%, including the cost of increments, plus a one-time stipend of \$200,000 to be distributed in equal shares across the unit. (See Appendix D)

2006/2007 – an increase of 3.81%, including the cost of increments. (See Appendix E)

2007/2008 – an increase of 3.99%, including the cost of increments. (See Appendix F)

2008/2009 – an increase of 3.99%, including the cost of increments. (See Appendix G-1)

2009/2010 – an increase of 3.99%, including the cost of increments. (See Appendix G-2)

2010/2011 – an increase of 3.99%, including the cost of increments. (See Appendix G-3)

3.1.2 Credit for Service Elsewhere: The amount of prior service credit will be left to the determination of the Superintendent. Accreditation for service elsewhere can be obtained through any combination of the following:

- (a) Teaching service in other schools.
- (b) Military Service - Credit of one step may be given for one year of military service. Additional credit of one year may be given if two or more years have been spent in service and part of such service was in a field directly related to teaching or the subject matter to be taught.
- (c) Other Activities - Credit may be granted for service in other fields such as business or industry if the experience in that field is directly related to the subject or subjects to be taught.

3.1.3 Time of Step Adjustment: A teacher employed by February 1<sup>st</sup>, continuously employed, will be eligible to move to the next step on the salary schedule effective the next following September 1<sup>st</sup>.

3.1.4 Longevity: There will be a one-time only payment of \$500 to all teachers who have completed twenty-five (25) years of teaching in the District as of September 1, 2008. The payment for part-time teachers shall be prorated. This longevity payment shall be made during December of 2008.

### 3.2 Credit For Graduate Work

3.2.1 Approval: Salary advancement for courses completed is subject to approval of the Superintendent or his/her designee. A teacher must request approval of course work no less than ten (10) days prior to the date a course begins or as soon as the course listing is available. The District shall respond within ten (10) days. Any course requests that are denied may be reviewed by the building principal and be reconsidered for approval based upon the principal's recommendation regarding the course utility to the job being performed by the teacher. In general, the basis for approval of courses will be:

- (a) Study in the field or fields being taught by the teacher.

- (b) Study in fields directly related, in the judgment of the Superintendent or his/her designee, to the teacher's field.
- (c) In-service course (requires prior approval from the Superintendent or his/her designee).
- (d) Special institutes and program if offered by approved agencies or schools (requires prior approval from the Superintendent or his/her designee).
- (e) Hours beyond Bachelors Degree plus 60 hours must be in a teacher's area of certification, or in a program leading to a degree.
- (f) Other hours beyond a Bachelors Degree plus 60 hours should be directly related to the job in the judgment of the Superintendent or his/her designee and receive prior approval to be considered for salary advancement.
- (g) Graduate credit may be approved only for those courses which require attendance. Graduate credit will not be approved for correspondence courses. Correspondence courses may be approved for in-service credit in accordance with (c) above.
- (h) Effective September 1, 2007, college courses leading to certification outside of the teacher's current tenure area or leading to a different vocation will not be approved. (Teachers who provide evidence of having formally applied by March 1, 2007 to a program leading to certification outside of the teacher's current tenure area and provide evidence of being accepted to such a program by June 1, 2007 may submit courses taken in the program for approval and salary advancement if the course is completed by August 31, 2009.) Special education, reading, early literacy, computer instruction and other courses outside the teacher's tenure area that enhance a teacher's effectiveness may be approved at the discretion of the Superintendent/designee.

### 3.2.2

A form entitled Submission of Courses for Salary Advancement must be used to submit courses for salary credit. THE REQUIRED DATE FOR FILING is not later than OCTOBER 1<sup>ST</sup> for a change in salary retroactive to September 1<sup>st</sup>, or FEBRUARY 1<sup>ST</sup> for a change in salary retroactive to January 1<sup>st</sup>. Salary credit will be granted in blocks of five (5) hours through and including 90 hours beyond the Bachelors Degree. Such hours shall be paid at the following rates; per block of hours approved and credited:

	<u>2003/2011</u>
BA + 5, 10, 15, 20, 25 (blocks of 5)	\$190
BA + 30, 35, 40, 45, 50, 55 (blocks of 5)	220
BA + 60	450
BA + 65, 70, 75, 80, 85, 90 (blocks of 5)	235

The District may pay tuition costs for course work above 30 hours to 120 hours. Teachers taking course work between 30 and 90 hours may elect either salary advancement credit or tuition reimbursement. Those selecting tuition reimbursement: (1) will notify the District prior to taking the course except under extenuating circumstances, and (2) will be paid upon proof of receipt of payment and satisfactory course completion. Payment will be made within 30 days after submission of the required documentation.

Any teacher who reaches the 90 credit column on the Bachelor or Masters salary schedule will be paid a one time sum of \$175 (\$192 effective 9/1/08) for each in-service course approved and completed which exceeds the 90 credits accumulated. An in-service credit for purposes of this provision shall be the completion of 15 credit hours of study in a District sponsored or endorsed course. This provision is effective June 23, 2001.

- 3.2.3
- (a) Upon receiving the first masters degree a teacher will be placed on the Masters Degree Schedule.
  - (b) Teachers receiving a second advanced degree shall receive an additional \$1,000 (\$1,100 effective 9/1/08).
  - (c) Advanced degrees filed with the District not later than October 1 will be paid retroactive to September 1<sup>st</sup>. Advanced degrees filed with the District not later than February 1 will be paid retroactive to January 1<sup>st</sup>.
  - (d) Only those teachers credited with more than two (2) advanced degrees in the 1980-83 Agreement will continue to be compensated at the rate of \$1,000 (\$1,100 effective 9/1/08) for each degree.

- 3.2.4
- Evidence: Written statement of courses claimed for schedule change will be accepted but must be verified by an official grade report. A new transcript will be required after each 15 hours of credit. An official notification of completion of work for an advanced degree including the date of award will be accepted in lieu of actual award of the degree.

### 3.3 Additional Stipends

#### 3.3.1 Instructional Leaders - High School

(a) The following are rates of payment for instructional leaders:

Number of  
Teachers  
In the Unit

#### High School IL Stipend - 4 Teaching Periods

	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>	<u>07/08</u>	<u>08/11</u>
2 – 5	\$ 940	\$ 940	\$1015	\$1090	\$1165	\$1281
6 – 8	1265	1265	1340	1415	1490	1639
9 – 12	1580	1580	1655	1730	1805	1985
13+	1895	1895	1970	2045	2120	2332

Number of  
Teachers  
In the Unit

#### High School IL Stipend - 5 Teaching Periods

	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>	<u>07/08</u>	<u>08/11</u>
2 – 5	\$1340	\$1340	\$1415	\$1490	\$1565	\$1721
6 – 8	1655	1655	1730	1805	1880	2068
9 – 12	1975	1975	2050	2125	2200	2420
13+	2290	2290	2365	2440	2515	2766

Number of  
Teachers  
In the Unit

#### High School IL Stipend - 6 Teaching Periods

	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>	<u>07/08</u>	<u>08/11</u>
2 – 5	\$1735	\$1735	\$1810	\$1885	\$1960	\$2156
6 – 8+	2055	2055	2130	2205	2280	2508

- (b) Not fewer than two (2), no more than three (3) candidates will be submitted to the Building Principal by a department for an instructional leader position. Tenured candidates will be given first consideration.
- (c) An instructional leader will serve for a two (2) year period unless given an unsatisfactory evaluation by the immediate supervisor.
- (d) Instructional leaders, in accordance with 5.2.4, will not be required to evaluate any other teacher in the unit. However, instructional leaders shall assist unit members toward the improvement of instruction.



- (e) Responsibilities are to be flexible in order to accomplish instructional goals. It is expected that instructional leader positions, duties and responsibilities will be continually reviewed for potential modifications.

### 3.3.2 Instructional Leaders - Middle School/Elementary Schools

- (a) Elementary Instructional Leaders - Beginning in January 1991 the following Instructional Leader positions shall be filled:
  - (1) 4 Science (1 per building) (Drop Science Lead Teacher)
  - (2) 1 Special Education (Total District)
  - (3) 8 Whole Language (2 per building; 1 = K-2, and 1 = 3-5; if needed)
  - (4) Appointment of an individual to coordinate Whole Language Instructional Leaders shall be at the District's discretion.

Beginning in September 1991:

- (1) Maintain Instructional Leaders as above, on an as needed basis as determined by the District.
- (2) Appoint 1 Whole Language Coordinator, to be a Teacher on Special Assignment, as determined and appointed by the District.

Thereafter, Elementary Instructional Leaders may be added or discontinued by subject area on a need basis as determined by the District, through joint discussion between the parties.

Responsibilities for Elementary Instructional Leaders are to be flexible but reflective of the responsibilities as recommended by the joint District/OPTA Committee.

Elementary Instructional Leaders will serve for a two-year period unless given an unsatisfactory evaluation by the immediate supervisor.

As an Instructional Leader one will not be required to evaluate any other member of the bargaining unit. However, Instructional Leaders shall assist unit members toward the improvement of instruction.

Payment for Elementary Instructional Leaders shall be as follows:

Elementary IL Stipend						
Number of Teachers	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>	<u>07/08</u>	<u>08/11</u>
Up to 13	\$2370	\$2370	\$2445	\$2520	\$2595	\$2854
13 or more	2690	2690	2765	2840	2915	\$3206

(b) The following are rates of payment for Middle School Instructional Leaders:

Number of Teachers In the Unit	<u>Middle School IL Stipend - 4 Teaching Periods</u>					
	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>	<u>07/08</u>	<u>08/11</u>
2 – 5	\$ 940	\$ 940	\$1015	\$1090	\$1165	\$1281
6 – 8	1265	1265	1340	1415	1490	\$1639
9 – 12	1580	1580	1655	1730	1805	\$1985
13+	1895	1895	1970	2045	2120	\$2332

Number of Teachers In the Unit	<u>Middle School IL Stipend - 5 Teaching Periods</u>					
	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>	<u>07/08</u>	<u>08/11</u>
2 – 5	\$1340	\$1340	\$1415	\$1490	\$1565	\$1721
6 – 8	1655	1655	1730	1805	1880	\$2068
9 – 12	1975	1975	2050	2125	2200	\$2420
13+	2290	2290	2365	2440	2515	\$2766

Number of Teachers In the Unit	<u>Middle School IL Stipend - 6 Teaching Periods</u>					
	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>	<u>07/08</u>	<u>08/11</u>
2 – 5	\$1735	\$1735	\$1810	\$1885	\$1960	\$2156
6 – 8+	2055	2055	2130	2205	2280	\$2508

- (c) Duties and responsibilities of Middle School Instructional Leaders to be established by a joint committee within the teachers and administrators in the Middle School.
- (d) By mutual agreement of the Building Principal and the Instructional Leaders, if the need arises after the school year ends, an Instructional Leader may be brought into work during the summer for up to three (3) days at \$27.50 per hour (\$30.00 effective 9/1/08).

3.3.3 Guidance Counselors, school social workers and school psychologists will receive seven percent (7%) of their salary on the teacher's salary schedule, in addition to their salary on the teacher salary schedule, for additional work time scheduled by the immediate supervisor. Additional time in excess of the maximum number of attendance days for classroom teachers shall be scheduled by the immediate supervisor after consultation with the employee and shall not exceed the equivalent of nine (9) work days in addition to the maximum 190 days between September 1 and June 30.

Payment for the time scheduled and worked will be made in the next most appropriate special payroll. As it pertains to this provision only, "days" shall be defined as a regular work day or, with the prior approval of the immediate supervisor a combination of hours for services performed equivalent of the regular length of the teacher work day. Payment will be made upon submission of the appropriate forms at least two weeks prior to a special payroll. Adjustments will be made in the final payroll for work scheduled and not performed.

3.3.4 Coaching Salaries: Coaching salaries shall be determined as follows:

- (a) Credit for coaching experience outside the District will be left to the determination of the Superintendent or his/her designee.
- (b) The steps will be determined based on years of experience as follows:

Step	1	2	3	4
Experience Years	1	2	3	4

- (c) The schedule based on the above is set forth in Appendix I of this Agreement.
- (d) Coaches and the trainer will receive an additional \$250 per week (\$275 effective 9/1/08) for coaching beyond their normal ECIC season or a pro-rated amount of \$50 (\$55 effective 9/1/08) per day for regular school days.

- (e) The District and the coaches will jointly establish a coaching evaluation form and procedure. Evaluations will take place at least every other year or more frequently if needed.
- (f) Effective with the 2006-07 school year coaches that receive approval from the District's Physical Education Department to begin coaching their assigned team at least seven (7) calendar days before September 1 shall receive an additional stipend of \$250 (\$275 effective 9/1/08) to be included in their contractual salary for coaching.

3.3.5 Intramurals: The intramural salary schedule will be based upon the number of hours allotted for that activity by the building principal. There will be no index or credit given for years of experience on the intramural payment schedule. The hourly rate will be \$20.30 from 2003 through 2008 (\$22.00 effective 9/1/08).

3.3.6 Extra Class Activities: Extra class activities will be paid according to the groups and schedule shown in Appendix H of the Agreement on which only experience with the District will be credited.

3.3.7 Chaperones: All chaperone appointments are voluntary and subject to approval by the building principal or unit supervisor. However, if no chaperones are available, the building principal shall formulate an arrangement whereby the co-curricular activities will not be curtailed. Chaperones will be paid by the District according to the classification of the activity chaperoned.

	<u>2003/08</u>	<u>2008/11</u>
<u>Class I</u>		
Up to 3.0 hours	\$ 59	\$65
<u>Class II</u>		
3.0 to 4.0 hours	80	88
<u>Class III</u>		
Overnight	99	109
<u>Class IV</u>		
More than one night	143	157

3.3.8 Summer Curriculum: Salary for summer curriculum work or any other curriculum work performed beyond the normal workday of teachers is based on the Curriculum Council estimate and subject to the District's approval of the work and estimated time to complete responsibilities and

shall be compensated at \$27.50 per hour (\$30.00 effective 9/1/08) or a prorated portion thereof.

### 3.3.9

Summer School: Salary for teaching summer school shall be paid at the rate of \$27.50 per hour (\$30.00 effective 9/1/08). Summer school teachers shall have one (1) sick day to use which will be non-accumulative. Teachers working in the same program the prior year shall have employment preference over the applicants for summer school, provided they had satisfactory performance.

Any teacher who is employed as a summer school teacher shall be eligible to request a summer leave of absence under the following conditions:

- (a) The individual must be employed in summer school for a minimum of five (years).
- (b) Eligibility for summer leaves of absence are available to each teacher only once in a five (5) year period.
- (c) The teacher will return to same program but not necessarily the same position.
- (d) Up to four (4) leaves per year will be granted by the District; however, at its discretion the District may exceed the four (4) leaves should it feel the integrity of the program can still be maintained.
- (e) The District will maintain a separate eligibility list for each program (Reading, Special Education (EIP), and Special Education (non-mandated)).
- (f) In the event the District reduces the number of positions affiliated with a specific summer school program during a given year, it will decrease staff from among the least senior 50% of qualified teachers in programs with six or fewer teachers and the three least senior qualified teachers in programs with seven or more teachers. Seniority for this purpose will be based upon summer school service.
- (g) Ability to take a summer leave (4) shall be determined by seniority in the summer school program.
- (h) Requests for summer leaves must be received by the District before April 1<sup>st</sup> of each year.

### 3.3.10

Elementary Lead Teacher

- (a) The District, in its discretion, may appoint Elementary Lead Teachers to assist in the coordination and implementation of specific curriculum.
- (b) Assignment to this position shall be done by the building principal from those teachers within a building who voluntarily apply.
- (c) An Elementary Lead Teacher will serve a one year, renewable term.
- (d) Responsibilities are to be flexible in order to meet the instructional objectives within the building and curriculum area.
- (e) The stipend for an Elementary Lead Teacher will be \$1200 per academic year (\$1320 effective 9/1/08). Summer employment will be at the discretion of the District based upon the needs within a curriculum area and shall be paid at the summer curriculum rate in effect.

- 3.3.11 Home Teaching: The stipend for home teacher (including preparation time, travel and parking) will be \$27.50 per hour (\$30.00 effective 9/1/08).
- 3.3.12 The stipend for any teacher who covers an extra instructional period at the direction of his/her building principal during his/her preparation time or lunch will be \$27.50 (\$30.00 effective 9/1/08).
- 3.3.13 The stipend for Regents/AP preparation classes approved by the Assistant Superintendent for Curriculum and conducted during recess periods will be \$27.50 per hour (\$30.00 effective 9/1/08).
- 3.3.14 Test Scoring: Teachers that participate in regional test scoring events or other scoring events recommended or required by the State Education Department shall be compensated at the rate of \$27.50 per hour (\$30.00 effective 9/1/08) or a prorated portion thereof *for hours worked in excess of the maximum length of the teachers' day*. Note: travel time to and from scoring sites are not included as time worked as related to 3.3.14, however the district will apply the mileage reimbursement rate for travel incurred from the employee's assigned school to the scoring site and the return trip.
- 3.3.15 Blended Teacher: Teachers with Blended responsibilities shall be eligible for up to thirty (30) hours of compensation at \$27.50 per hour (\$30.00 effective 9/1/08) for instructional preparation work which occurs *beyond the regular teacher workday* in a given school year, provided such preparation work is acknowledged in advance by the building administrator. Note: it is understood by the parties that the Director of Special Education shall make available to the building principals each year a list of those employees eligible for the benefits of 3.3.15.

### 3.4 Payments

#### 3.4.1 The terms of payment are:

- (a) Pay Schedule: A schedule of paydays will be provided for the school year.
- (b) Pay Schedule: The schedule will provide for a full paycheck on the first Friday of the school year and every two weeks thereafter on Friday.

In those situations where a teacher has left the employment of the District and due to overpayment of any kind owes the District money, the District will make an attempt to recover such funds. As appropriate, letters to those individuals will include statements regarding notification to the Commissioner about lack of legal notice and cause for withdrawal of their teaching certification. Should the District still be unsuccessful in obtaining monies owed, OPTA will assume responsibility and make payment to the District for the full amount.

- (c) Pay Schedule: Whenever school is not in session on a Friday pay date, the last school day prior to such Friday shall be payday. When the last school day is more than two (2) days prior to such payday, the scheduled Friday pay date will apply.
- (d) Number of Paychecks: The number of paychecks shall be optional, being either 22 or 26 or rotating 26. Teachers choosing the 26 paycheck option must notify the District two (2) weeks prior to the first pay date. Failure to do so will automatically put an individual in the 22 paycheck schedule.
- (e) Twenty-six (26) week schedule: Checks issued on the rotating 26 payments will include payments which coincide with the District's July and August payroll dates and will include normal tax deductions only. There will be no deductions made for credit union, TSA's, etc. in those last four paychecks.
- (f) Twenty-six (26) week schedule: Final payment for those on the 26 payments shall be made as follows:

Direct Deposit Accounts – the payment representing the last four (4) paychecks of the 26 payment schedule will be deposited

simultaneously into the employee's account on the last pay date in June.

Payroll checks – the payment representing the last four (4) paychecks of the 26 payment schedule will be available as separate checks beginning with the first pay date in July followed by the next three regularly scheduled pay dates of July and August.

- (g) The checks indicate all deductions. The last checks cover all adjustments necessary to make total deductions accurate.
- (h) Teachers are urged to cash checks within five (5) days. Teachers should not leave school during required hours of duty to cash checks.

- 3.4.2 Coaching and Extra-class Pay Schedules: Coaches and extra-class activity advisors shall be paid at least twice yearly - at midpoint and at the end of the season or activity. In each case "end" means within two weeks of the date the season or activity finishes or on the next payday after that finishing date, whichever is later. All such salaries will be paid by separate check.

## **ARTICLE 4. ABSENCE**

### 4.1 Sick Leave

- 4.1.1 Amounts: Each teacher is entitled to fifteen (15) days of sick leave including personal business leave with full pay per year. While sick leave days are credited at the beginning of each year they are actually earned at the rate of 1.5 per month of actual employment. Teachers who begin employment after September will be granted 1.5 days for each month remaining in the school year. If a teacher leaves or resigns before the end of the school year and there is an excess in days used, over days of sick leave earned, deduction will be made from the final payment on the basis of 1.5 days earned per month of employment.
- 4.1.2
  - (a) Unused sick leave will accumulate to a maximum of 200 days.
  - (b) While no more than 200 days of unused sick leave may be carried forward from the end of one school year (June 30) to the beginning of the next school year (September 1), any sick day used during a given school year by a teacher who has accumulated 200 sick days, at the end of the prior year, will be deducted from the fifteen (15) days annual entitlement and not be deducted from the 200 days maximum accrual.



- (c) The District shall give to each teacher written notice of the number of sick leave days accumulated not later than the last payday in November.

4.1.3 Attendance Stipend: Any teacher continuously employed from September 1 through June 30 who does not utilize any days charged against their accumulated sick leave or recorded as "Approved Absence Without Pay (Personal)" shall receive a stipend of \$200 (\$220 effective September 1, 2008). Any such teacher who utilizes no more than one (1) day during a complete school year shall receive a stipend of \$150 (\$165 effective September 1, 2008). Any such teacher who utilizes no more than two (2) days during a complete school year shall receive a stipend of \$100 (\$110 effective September 1, 2008). All of these stipends are payable the following October. These stipends shall be prorated for part-time teachers. Contributions to the Sick Leave Bank do not pertain to this section.

4.1.4 Approval: Requests for "Approved Absence with Pay" - Educational or Personal must be sent to the Assistant Superintendent for Human Resources and Administration for consideration of such requests.

4.1.5 Physician's Certificate: The Superintendent may require a physician's certificate of illness and necessity for absence from duty. The District reserves the right to require a physical examination by the school physician before the teacher returns to duty.

4.1.6 Sick Leave days may also be used for:

- (a) Serious illness in the immediate family (seven (7) days maximum per year). Illness should be of such nature and degree to necessitate the presence and care of the teacher. Before using sick leave days for this purpose the situation should be discussed with the building principal to determine if the conditions conform to the requirements. Immediate family means a parent, spouse, parental-in-laws, grandparents, grandchildren, son, daughter, brother, sister or another relative who is a member of the employee's household, or another relative for whom the employee can prove to the satisfaction of the building principal has direct responsibility.
- (b) Death in the immediate family (five (5) days per death). Immediate family means parent, spouse, parental-in-laws, son, daughter, brother, sister, grandparents, grandchildren. This leave provision may also be applied in the case of the death of another relative or person for whom the employee can prove to the satisfaction of the building principal he/she had direct responsibility for said person.

Leave used for this purpose will not be considered in calculating perfect attendance.

- (c) Funeral – one-half to two days depending on location - approval of time to be arranged with the building principal.
- (d) Religious Holidays - three (3) days per school year for holidays listed in the school calendar published annually by the New York State Education Department. Religious days shall not be deducted from accumulated sick leave.

Religious Holidays do not count against a perfect attendance stipend if 1) the religious holiday is listed as a religious observance on the SED calendar and 2) the individual is prohibited from work on that day from his/her religion.

4.1.7 Sick Bank: The Sick Bank shall be maintained by an automatic deduction of one day from each teacher upon notification to the District from OPTA. Such notification may be made only when the Bank drops below fifty (50) days of available use. No more than one (1) day per teacher per year may be deducted and credited to the Bank.

A probationary or tenured teacher who is unable to teach because of illness or injury of prolonged duration, and who has exhausted all other such leave days available may make application to the Sick Leave Bank Committee for use of days from the Bank after a three (3) work day waiting period without pay.

A Sick Leave Bank Committee shall consist of two (2) Association representatives and the Superintendent's designee. The Committee shall decide the number of days up to 90 that any one (1) teacher may be eligible to use. The Committee may request statements from a teacher's physician. Decisions of the Committee shall be final and binding on all parties.

Decisions of the Sick Bank Committee are not grievable under the terms of this Agreement. Should an individual disagree with the decision of the Committee he/she may appeal to and meet with the Committee to discuss the decision and receive reconsideration of their request. If the individual does not agree with the decision of the Committee after the appeal, he/she may request a review by the OPTA Executive Committee. The decision of the OPTA Executive Committee shall be final and binding on all parties.

4.1.8 Summer Use of Sick Leave: While sick leave days may not be used for illnesses during summer employment, it is understood that per diem (PPS,

Guidance, Curriculum) schedules may be changed to prevent loss of wages. This will not occur during the last week of summer.

#### 4.2 Personal Leave

- 4.2.1 Definition: Personal business is defined as any business that cannot be conducted after school hours or as an emergency over which the teacher has no control.
- 4.2.2 Each teacher is entitled, if needed, to five (5) days of personal leave per year with full pay as provided in Paragraph 4.1.1, each day without reason. The teacher's unused personal leave will accumulate as unused sick leave under the provisions of Paragraph 4.1.2 of this Agreement.
- 4.2.3 Notification Requirement: No prior notification is necessary for the use of Personal Days, except under normal procedures for securing a substitute.
- 4.2.4 If the whole day is not needed to conduct personal business, the teacher is expected to report to school. In such cases the building principal shall determine whether there should be a deduction from accumulated leave.
- 4.2.5 Before and After Holidays: In general, personal days may not be used to extend a holiday or vacation and are deducted from perfect attendance. However, the use of personal days to extend a holiday or vacation, or the use of personal days taken consecutively (three (3) or more) must be requested in writing to the Assistant Superintendent for Human Resources and Administration for approval. Please have the appropriate building principal indicate their support of this leave request by initialing the written request, prior to submitting the request to Human Resources.
- 4.2.6 Excluded Days: Personal Business Days may not be used for reasons related to vacation, recreation, or other employment. Employees may request the use of Personal Business Days for such reasons by making such requests in writing to the Assistant Superintendent for Human Resources and Administration for approval and such days may be approved or disapproved at the discretion of the District.
- 4.2.7 When the District suspects abuse or inappropriate use of Personal Business Days, it maintains its right to question an employee in which case a reason for the use of a Personal Business Day must be provided.

### 4.3 Other Short Term Leaves

4.3.1 Jury Duty: Teachers will be given time to serve on jury duty subject to the following conditions:

- (a) Teachers must file with the building principal a copy of the official summons indicating selection for jury duty.
- (b) The teacher will discuss with the building principal the best time to serve on jury duty. Any direction or recommendation by the principal shall be advisory.
- (c) The teacher will be paid his/her regular salary provided he/she files with the District a statement from the court indicating days served on jury duty.
- (d) Teachers must report to school while not actually serving on jury duty.

Attendance at any court or administrative agency necessitated by a subpoena shall be an excusable absence without loss of pay or accumulated leave provided the subpoena is filed with the principal. This provision shall not encompass attendance at any proceeding related to the activities of the Association.

4.3.2 Conference Reimbursement: A teacher wishing to attend a special conference shall refer his/her request through the immediate supervisor to the Superintendent for his/her action. Each request will be dealt with on the basis of its merit and funds available. Within ten (10) days of the receipt of a conference request, the immediate supervisor shall notify the individual with information regarding the status of the request. The person attending the conference must submit a voucher to the Business Office. The District will publish its 21-day billing cycle and those receipts for expenses received in the business office no later than seven (7) days before the 21<sup>st</sup> day shall be reimbursed. Approved expenses may include:

- (a) Transportation - round trip fare by plane, bus or train. Tax exemption certificate should be obtained from the Business Office before purchasing transportation. If transportation is by auto, mileage at the approved rate will be paid. Parking and thruway tolls are reimbursable. In the event that many might be assigned to a conference and transportation is by auto every effort should be made to travel together.
- (b) Housing - Motel or hotel expenses are approved but every effort should be made to use double occupancy of rooms.

(c) Special Conference charges but not membership dues.

- 4.3.3 Visitation / Conference Not Reimbursed: A teacher at his/her own expense or by sharing the cost with the District may attend a special conference, visit other classrooms, or schools, or such appropriate places of educational value, if approved by the immediate supervisor and the Superintendent. Such conference attendance or visitation, if approved, shall be without deduction from accumulated sick leave.
- 4.3.4 The District shall grant two (2) days with pay to each Teacher Retirement Delegate, not to exceed two (2) delegates, for the purpose of attendance at the Retirement Convention. Such days will not be deducted from accumulated leave.
- 4.3.5 Association Business: The District will grant a total of 20 days, a maximum of 10 days per teacher, per school year for teacher absence without loss of pay so that the teacher can attend to Association business. Notice of the name(s) of the teacher(s) and the days of leave must be given in writing to the Superintendent and the building principal by the Association President not less than 24 hours in advance of the first day of such leave in each instance. The Association shall reimburse the District for the cost of a substitute for each such day of leave used, per person.

#### 4.4 Maternity/Child Care Leave

- 4.4.1 Notice of Purpose: The teacher must give the Superintendent written notice of the pregnancy as soon as he/she becomes aware. The notice must be provided on the approved form (Appendix K1) and must be accompanied by a statement from the attending physician stating the date of delivery for the teacher or spouse.
- 4.4.2 Duration; Adoptions; Disabled Child: A maternity/child care leave for up to approximately two (2) years will be granted without pay or increment. Teachers shall specify the length of the requested leave at the time of the application. Such application must be made on the approved form (Appendix K2) at least 30 calendar days prior to the expected delivery date as provided by the physician in the notice of pregnancy. The teacher may state a specific date on which the leave will begin. A teacher who provides an approximate ("on or about") date shall within ten (10) days of delivery, provide the District with the specific date for the beginning of the leave on a revised approved form (Appendix K-2).

The leave shall expire at the beginning of a semester, unless mutually agreed upon by the employee and the District.

A written notice must be submitted 60 calendar days prior to the expiration of the leave indicating the teacher's intention to return to teaching. A teacher returning in September shall give such notice no later than May 1.

Child care leave will apply to adoptions. A teacher who is to become an adoptive parent will notify the District as soon as possible about the expected date of placement and expected date when the leave should begin.

An unpaid leave of absence of up to two (2) years will be granted for the disability care of a child, spouse, or parent. Such leave request must be accompanied by a letter from the physician which must include a statement of need for the leave.

4.4.3 Early Return: A teacher making application to return prior to the expiration of the leave will be given preference if a vacancy occurs in his/her area of prior service.

4.4.4 Benefits Upon Return: At the conclusion of the leave a teacher who takes a leave of absence of no longer than one (1) year in duration, shall be entitled to return to a position in the same building. Teachers taking a leave of more than one (1) year in duration shall be entitled to the same or similar position as the one held prior to the commencement of the leave. Upon return, all benefits accumulated as of the last day of work prior to the commencement of the leave will be restored. Additional benefits such as seniority, sick leave, and step advancement do not accrue during an unpaid leave of absence.

4.4.5 Disability Period: Child birth is considered a disability. Upon the date of the delivery the teacher may utilize sick days from their accumulated sick leave days. A period of six weeks from the date of delivery may be utilized for a normal delivery and eight weeks may be utilized for Cesarean Section. Additional days beyond the 6 to 8 week recovery period may be requested; however, a physician's certificate of illness and necessity for absence from duty will be required. The District may, at its discretion, have the individual examined by a physician designated by the District. An unpaid leave can then commence after the above disability expires (also see 4.4.2).

#### 4.5 Sabbatical Leave

4.5.1 Eligibility: All staff members of the District properly certified by the Education Department of the State of New York, having had at least seven

(7) consecutive years of service in the District are eligible to apply for sabbatical leave.

4.5.2      Application: Applications must be made in writing and presented to the building principal or immediate supervisor by February 1. All applications shall then be forwarded to the Superintendent by the first Thursday in March preceding the school year in which leave is requested. Such applications shall state the purposes for which leave is sought and the plans for achieving them. If an application is for study, the educational institution shall be named and the courses to be taken enumerated if known. If it is for independent study of a problem, its nature shall be outlined in detail. If it is for travel-study the itinerary shall be described in addition to the study program.

4.5.3      Early Return: Each candidate must promise in his/her application to continue in the employ of the District for a period of two years subsequent to the expiration of the leave of absence, except for uncontrollable causes. No person during the period of leave shall basically alter the program initially approved without written consent of the Board. The candidate shall report to the Superintendent in writing on his/her progress at the midpoint of the program being pursued. A full report shall be submitted to the Superintendent within two (2) weeks after the completion of the sabbatical leave.

4.5.4      Duration/Return: All such applications are subject to the Board's approval. Leave may be granted for a period of one school year and shall start at the beginning of the term unless determined otherwise by the Board. The employee shall not be eligible to return to his/her position until the expiration of leave except with the approval of the Board. While there can be no commitment that the returning teacher will be assigned to the same schedule, subjects or grade level, his/her assignment will be determined in the same way as though he/she had been teaching the previous year.

Leave which ceases to serve the purposes for which it was granted or the conditions of which may fall into default, may be terminated and payments discontinued.

4.5.5      Salary / Benefits: Any employee on sabbatical leave shall receive a salary equal to one half of the pay of the Teacher Salary Schedule for that year which he/she would receive if on active duty. It shall be payable on the same dates active teachers are paid. He/she shall be entitled to the same privileges of advancement on the Salary Schedule as if he/she had been employed full-time and shall be entitled to such advancement in status on the schedule as any graduate work completed may entitle him/her. Rights, also under the New York State Teachers Retirement System,

Social Security, and full insurance benefits shall not be impaired. Sick Leave benefits will not accrue during a sabbatical leave.

#### 4.6 Other Long Term Leaves

- 4.6.1 Military: Leave of absence for military service will be granted according to the Military Law and all provisions contained therein will be followed.
- 4.6.2 Study: Teachers serving under tenure appointments may apply for a one-year leave of absence for study under the following conditions:
- (a) The leave of absence must be requested in writing by February 1, of the year in which the leave is to commence.
  - (b) The teacher must inform the Superintendent in writing by February 1, preceding the terminal date of such leave, of intention to return to duty or resign.
  - (c) Leave of Absence for study is without pay or other benefits provided by the District.
- 4.6.3 Travel: Leaves of absence for travel may be approved when such travel is directly connected with the teacher's field of work. Detailed plans must be submitted to the Superintendent by February 1. Leave of absence for travel is without pay or other benefits provided by the District.
- 4.6.4 The District may grant a leave of absence without pay or benefits to a teacher who is elected to office in an employee organization affiliated with the Association. Such leave shall be for a maximum of two (2) years, but the Superintendent may, in his/her sole discretion, grant additional leave. Such a leave must terminate at the end of a semester and must be preceded by written notice from the teacher to the Superintendent that the teacher intends to return at the end of the semester. The notice must be delivered to the Superintendent not later than the 60<sup>th</sup> calendar day prior to the end of the semester. A teacher's request for an early return from such leave shall be honored if a vacancy exists in the teacher's area of prior service. On his/her return, the teacher shall have restored to him/her all benefits accumulated on a time basis (e.g., seniority, sick leave) which he/she had accumulated as of his/her last day of work prior to the commencement of the leave, but he/she shall not be entitled to any additional benefits by reason of his/her time on leave.
- 4.6.5 The District may grant a leave of absence without pay or benefits to a teacher who is elected to public office. Public office is defined as an elected town, county, state or federal position. Such leave shall be for a



maximum of two (2) years. The Superintendent, in his/her sole discretion, may grant additional leave. Such a leave must terminate at the end of a semester and must be preceded by written notice from the teacher to the Superintendent that the teacher intends to return at the end of the semester.

The notice must be delivered to the Superintendent not later than the 60<sup>th</sup> calendar day prior to the end of the semester. A teacher's request for an early return from such leave shall be honored if a vacancy exists in the teacher's area of prior service. On his/her return, the teacher shall have restored to him/her all benefits accumulated on a time basis, (e.g., seniority, sick leave) which he/she had accumulated as of his/her last day of work prior to the commencement of the leave, but he/she shall not be entitled to any additional benefits by reason of his/her time on leave.

- 4.6.6 A leave of absence, without pay or benefits, for special reasons may be approved at the discretion of the Superintendent of Schools.

## **ARTICLE 5. EMPLOYMENT MATTERS**

### **5.1 Personnel File**

- 5.1.1 **Review:** Each teacher shall have the right, upon his/her reasonable advance request, but not later than one (1) day (as defined in 2.3.2 (e)) after his/her request, to review the contents of one official personnel file maintained in the District's central office. The review shall be conducted in the presence of an administrator. The teacher may be accompanied by an Association representative of the teacher's own choosing. The teacher, his/her representative if any, and the administrator shall sign a log showing the date the review was conducted.
- 5.1.2 **Contents / Response:** No material, other than routine personnel documents, shall be put in the teacher's personnel file unless he/she has been given the opportunity to examine it. Such materials will be signed and placed in the personnel file within 5 days. The teacher must sign the copy to be filed, but his/her signature shall not be construed to represent the teacher's agreement with the content of the material. The teacher may make a written, signed and dated response to any material in his/her file and such response shall be attached to the material in the file. Factually incorrect material will not be placed in the personnel files.
- 5.1.3 **Copy:** Upon receipt of a written request, the teacher shall be furnished with one copy of any material in the teacher's file, and the teacher shall sign a receipt if requested to do so.

- 5.1.4 Employment Information: Reference and other material obtained in the evaluation of a teacher for initial employment or for reemployment shall be removed from the teacher's file before it is reviewed and the teacher shall not be entitled to a copy of such material.

## 5.2 Formal Observation and Evaluation

- 5.2.1 A probationary teacher shall be formally observed at least twice in each of his/her probationary years. Tenured teachers shall be formally observed on an equitable, rotating basis at least once in any three (3) year period. On written request from the teacher, a third formal observation in a year will be given. Each such formal observation shall be followed by a conference between the teacher and the observer not more than ten (10) school days after the formal observation. During such conference, the observer shall give the teacher a written report of the formal observation. The teacher shall acknowledge receipt thereof by signing and dating the file copy. The signature of the teacher indicates that the teacher has had an opportunity to review and discuss the report. It does not necessarily indicate the teacher's concurrence with the report. Not later than ten (10) school days after the conference, the teacher may submit a written, signed and dated response to the report which will be filed with the report.

Building administrators are discouraged from making formal observations of probationary teachers during the first and last week of any semester or on the two days prior to Thanksgiving or Winter and Spring recess, or on the day following these recess periods.

- 5.2.2 When a teacher is formally observed the following procedure shall be followed:

### Pre-Observation Conference

The conference shall be used by the observer and the teacher to discuss and/or agree upon the information to be collected, establish the general and specific focus of the lesson, the intent and procedures of the lesson and explore the long and short term goals for students, where appropriate.

### Formal Observation

The formal observation shall be of sufficient duration to see a complete lesson. The purpose of the formal observation is to collect discussed or

agreed upon information. Collection of information should be as objective and descriptive as possible.

#### Post-Observation Conference

A written report of each formal observation shall be presented at a post-observation conference which shall be held within ten (10) school days after the formal observation. The conference should include a discussion of all parts of the report, establish final recommendations and post-observation decisions and if necessary, additional observation schedules. The post-observation report shall be based upon the pre-observation conference and include, but not be limited to:

- A) Review of strengths and weaknesses
- B) Recommendations for improvement
- C) Guidance and assistance, if requested by the teacher

A teacher may request a second conference for purposes of review and further discussion of the written report, at which time further clarification may be presented. The teacher may request the presence of an OPTA building representative as an observer.

All formal observations and evaluations shall be completed on forms currently developed by joint action of the parties to this Agreement.

#### Evaluation

- 5.2.3 An Annual Performance Evaluation will be completed for each teacher. They shall be completed no later than June 10 of each year and take into account the total performance of the individual for the year.

The evaluator shall notify staff that Annual Performance Evaluations are about to be completed, and ask for input to be included, especially in the recognition area. The evaluator will complete the report and share it with the teacher; a conference shall be held if requested by either the evaluator or the teacher.

The teacher may add any comments within ten (10) days of the receipt of the evaluation. The evaluation will be signed and dated by both the evaluator and teacher and a copy will be included in the teacher's personnel folder. The teacher's signature indicates an opportunity to review the evaluation and does not indicate concurrence.

- 5.2.4 No teacher in the negotiating unit shall be required to evaluate any other teacher in the unit.

- 5.2.5 The evaluation process established during the 2000-01 school year and described more fully in the District's Annual Professional Performance Review Plan shall be the recognized evaluation process between the parties. Thereafter, should the APPR Committee agree to modify the Plan, the parties will negotiate, if necessary, issues concerning the impact of the plan, as well as any "procedure", as distinguished from "methods" or "criteria", called for in a revised plan which differs from a procedure contained in this Agreement.

### 5.3 Discipline

- 5.3.1 Representation: Whenever a teacher is informed by the District that the purpose of a meeting with a District representative will be disciplinary in nature, or if the teacher is informed at the meeting that discipline will be discussed, said teacher shall have the right to be accompanied by an Association representative. This provision shall not be interpreted to include the conference referred to in Article 5.2.1.

The District shall be prohibited from using any information or material discussed at the above mentioned meetings, unless an OPTA representative is present or the employee has expressly waived such right of representation.

Meetings held with the building level administration, the employee shall select from OPTA representatives that are available in the building at the time of said meeting. If no representative is available, the building administrator will reschedule the meeting when one is available.

All meetings of this nature shall be held during the contractual work day if at all possible.

### 5.4 Mentoring/Intervention

- 5.4.1 The mentoring program shall operate in accordance with the guidelines established by the joint OPTA/District committee.

All first year teachers (new to Orchard Park) will be mentored. Mentors will assist in the evaluation of first year teachers to the extent that they will sign-off on a jointly established check list which may include recommendations for improvement.

Release time for mentors shall be provided through the use of substitute teachers, up to ten (10) days per year.

Mentors shall receive an annual stipend of \$995 (\$1094 effective September 1, 2008).

Mentors and Mentees are expected to use time before and after the student day, as well as contractual planning time to meet.

In the intervention program, no evaluative materials will be shared, except between the mentor and the teacher. Teachers being mentored through this process may be assigned to observe or assist other teachers, including the mentor, in lieu of a duty assignment.

Other factors in or modifications of these programs may occur.

It is expected that the Mentoring Committee will meet to evaluate and, if necessary, modify the mentoring programs as needed.

#### 5.5 Dismissal, Layoff

- 5.5.1 Third Year Dismissal: If, during or at the end of his/her third year of employment by the District as a full-time regular (i.e. not a temporary replacement for another teacher) probationary teacher, a teacher is dismissed or denied tenure, he/she may appeal the decision to dismiss him/her or to deny him/her tenure to an arbitrator in accordance with the provisions of Level III of the grievance procedure. Such appeal must be made in writing not later than the fifteenth (15<sup>th</sup>) consecutive calendar day after the teacher was notified in writing of the decision. If the arbitrator sustains the appeal, the only remedy shall be a fourth year of probation at the end of which the District shall have the sole right to make the final and binding determination as to the termination or retention of the teacher.

This procedure shall not preclude the parties from meeting informally before or after charges are preferred in an attempt to settle differences without a hearing.

- 5.5.2 The charges will be as specific as those filed under Section 3020-a. The charge(s), and specifications may not be amended after the Board has referred them for a hearing.

- (a) A tenured teacher who is served with disciplinary charges shall, within ten (10) days of receipt of the charges, notify the Clerk of the Board in writing whether he/she elects (1) a hearing before an arbitrator; or (2) to waive his/her right to a hearing before an arbitrator. Failure to so notify the Clerk of the Board in writing within the specified time period shall be deemed to be a waiver of a hearing before an arbitrator.

- (b) Upon notice of the election of the teacher to have the case heard in arbitration, the District shall within fifteen (15) days of the receipt of the teacher's written election, notify the American Arbitration Association ("AAA") of the agreed upon need for an arbitrator to determine the charges against the teacher. The notification shall request the AAA to send to each party a list of twenty (20) names of arbitrators. No later than the tenth (10<sup>th</sup>) working day after receipt of its copy of the list, each party shall mail its copy of the list to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered to show the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of twenty (20) names and the same procedure shall be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name an arbitrator not previously submitted to the parties.
- (c) The Voluntary Labor Arbitration Rules of the AAA shall govern the proceeding before the arbitrator, to the extent that such rules do not conflict with the provisions of this Article.
- (d) If the teacher is suspended pending the determination of charges by means of a hearing before an arbitrator, that suspension shall be with pay. The District and the teacher shall endeavor to initiate and complete the arbitration proceeding in as timely manner as practicable. All scheduling of hearing dates will be in the hands of the arbitrator and all parties will make every attempt to schedule consecutive days of hearings to complete the process in a swift and timely fashion.
- (e) One-half of the fees of the arbitrator shall be paid by each party. All other expenses, including the compensation of witnesses incident to the arbitration, shall be paid by the party incurring them. However, if either party shall cause to be made a written, mechanical or other record of the proceedings, one-half of these expenses shall be paid by each party.
- (f) In the proceeding, the issue to be decided by the arbitrator shall be "Is (name of teacher) guilty of any or all of the charges against (him/her)? If so, what penalty, if any, shall be imposed?"
- (g) Charges determined by means of a hearing before an arbitrator, may be reviewed in the manner provided by law for the review of arbitration decisions.

- (h) The decision rendered by the arbitrator will be implemented by the Board, pending the appeal.
- (i) If a teacher is charged with failure to maintain certification notwithstanding any of the above, the teacher shall be suspended without pay or benefits, as the current law allows.
- (j) The teacher will be provided the following along with the charge(s) showing what the teachers rights are under this provision: (a) A cover memo indicating information to be provided, (b) 3020-a time table, (c) 3020-a the Law, (d) 3020-a rights of a Tenured Teacher and (e) a copy of 5.5.2 of the Agreement.

5.5.3 Partial Seniority: Beginning in September 1992, part-time tenured teachers shall accrue appropriate partial seniority.

5.5.4 Abolishment of Positions: When positions are abolished, the District shall follow the applicable provisions of the New York State Education Law. When deciding questions of length of service among two or more teachers in the same tenure area who started work on the same day:

- (a) A teacher who was appointed by the Board earlier than another teacher shall be considered the more senior, and
- (b) among teachers appointed on the same day, seniority shall be determined by the person who has the lowest retirement number with the New York State Teachers Retirement System.

## 5.6 Filling Positions

5.6.1 Posting: Vacancies in the negotiating unit shall be posted in each building for a period of ten (10) calendar days prior to being filled, except emergencies. In such situations the District will consult with the President of OPTA. A vacancy occurs when the number of regularly appointed teachers is less than the number of positions authorized by the Board of Education in a given year. (Technically, a vacancy does not exist if the position is encumbered by a teacher on a leave of absence.)

5.6.2 Inter-Building Transfer: It is the District's intention that all transfers be mutually acceptable and voluntary insofar as possible.

When transfers are required, voluntary transfers will be solicited and considered prior to affecting an involuntary transfer. An involuntary

transfer is defined as the reassignment of a teacher to another building without the teacher's consent.

All teachers interested in voluntary transfers will indicate the same in writing to the Assistant Superintendent for Human Resources and Administration prior to May 1, for the following September or by responding in writing to any posted vacancies within 10 days. Transfers initiated after the school year has begun will not take effect until the following September, unless approved by the Superintendent of Schools.

All probationary or tenured teachers requesting voluntary transfer will be provided an opportunity to be interviewed by the building principal of the receiving school before a determination is made.

In the case of voluntary transfers, should three (3) or more teachers apply for such a transfer, the District will select the teacher for transfer from this group. Should more than three (3) teachers apply for the transfer, the District will select from the three (3) most senior teachers who apply. Should fewer than three (3) teachers apply for the transfer, the District may select from those who apply, may affect an involuntary transfer or may fill the position from outside the unit.

If an involuntary transfer is necessary it will be from the least senior 25% of the tenure area, building or department. The District reserves the right to transfer a teacher, when it is determined that such a transfer to a new environment is intended to improve the level of instruction of the teacher, or if it is determined that a transfer will improve the educational program, the following will occur:

- 1) This teacher will be first transferred to a vacancy in the tenure area in another building.
- 2) If no vacancy exists and another person is affected it will be from the least senior 25% of the tenure area affected.

#### 5.6.3

Summer School; Coaching; Extra Class: With respect to summer school, coaching and extra class activity positions listed in this Agreement or Appendices:

- (a) Acceptance of such positions shall be voluntary.
- (b) The District shall give preference to qualified applicants from the negotiating unit before hiring others for such positions.



- (c) Acceptance or non-acceptance of such positions and performance therein shall not be taken into account in evaluating teachers for continued employment as teachers.
- (d) The District shall post coaching and extra class activity positions listed in this Agreement for at least ten (10) days before filling them, except in emergencies. All applicants shall be notified of the District's decision respecting the position.
- (e) The District shall post summer positions at least thirty (30) days prior to the end of the school year. All applicants shall be notified not later than June 15<sup>th</sup> of the District's decision respecting each position.
- (f) If an incumbent in any position is not being considered for that position, he/she will be so notified prior to the posting. A discussion will take place with the individual and his/her immediate supervisor.

5.6.4 Any member of the negotiating unit may submit suggestions or recommendations for the creation of new co-curricular or interscholastic activities for the current school year to the member's Building Principal for approval or disapproval by the Superintendent and the Board.

New positions in the extra-class activities (Appendix H) shall be negotiated between the District and the Association, with reference to initial placement on the schedule.

### 5.7 Job Sharing

5.7.1 Upon application of one tenured teacher satisfactory to his/her immediate supervisor and approved by the Superintendent, he/she may be permitted to job share for one (1) year in circumstances where the District, in its sole discretion, determines that the educational needs of the students involved will not be compromised. The provisions of this subsection 5.7.1 will not be subject to the grievance procedure.

## **ARTICLE 6 TIMES**

### 6.1 Annual

6.1.1 School Year: Legally the teacher is continuously employed. The school year for teachers begins September 1, and ends June 30. The maximum number of attendance days for classroom teachers shall not exceed 190 days.

New Teacher Orientation: Teachers new to the Orchard Park Central School District may be required to be in attendance an additional two (2) days prior to the beginning of their employment or regularly scheduled days for returning teachers, without pay. OPTA will be provided one hour to address these new employees.

- 6.1.2 Holidays: Teachers will be entitled to all holidays as provided in the school calendar. The school calendar is subject to change by the Board during the school year.
- 6.1.3 Emergency Closings: In the event that school is closed for emergency reasons teachers will not suffer a loss in pay if attendance is not required. These days will not be rescheduled unless the number of student attendance days falls below the days required as a minimum for state certification. Should it become necessary to schedule additional days to meet minimum requirements for full state aid, such scheduling will be done by the Superintendent with the consultation of the Association.
- 6.1.4 Early Release: Early release of teachers immediately prior to the end of the school year is discouraged. However, under special circumstances the Superintendent may authorize early releases. Early releases shall be without pay unless the Superintendent determines that remuneration is warranted because the early release has special value to the school district.
- 6.1.5 School Open Houses: All teachers will attend up to two (2) after school open houses per year.

## 6.2 Daily

- 6.2.1 Teachers are expected to follow the daily time schedules and assignments as specified each year for the school or schools in which they teach. Such schedules and assignments, however, shall meet the following minimum requirements:
  - (a) Length of day: The maximum length of classroom teacher work day shall be seven and one-half hours (7.5). If a teacher is requested to stay beyond the workday due to unforeseen circumstances necessitating the supervision of students, the District will consider providing compensatory time.
  - (b) Lunch: The work day shall include a minimum 30 minute duty free period for lunch.

- (c) Daily Assignments: For grades 6 through 12 teachers, daily assignments shall not exceed six (6) periods (or the equivalent) of instruction or supervision.
- (d) Subject preparations: For grades 6 through 12 teachers, the number of subject preparations assigned to a teacher shall not exceed three (3) but this shall not preclude a teacher from volunteering to accept a greater number of preparations. Before a fourth (4<sup>th</sup>) subject preparation may be assigned to a probationary teacher, the concern will be discussed with the department to find a volunteer. Science laboratory classes will be considered a separate preparation.
- (e) Preparation Time: Teachers shall be entitled to the following preparation time:
  - (1) Grades 6 through 12 teachers: one (1) period per day of not less than 40 minutes during the student day.
  - (2) Grades K through 5 teachers: one (1) forty-five (45) minute period per student day. A teacher is entitled to no less than 240 minutes per week when scheduled for less than 45 minutes preparation time during the student day.
  - (3) Grades K through 5 special teachers: not less than 240 minutes per week during the student day.
  - (4) Lost Prep/Planning Period – Partial Day: Teachers engaged in district-directed (not voluntary) non-teaching assignments, duties, or activities (such as but not limited to field trips, scoring, visitations, conferences, professional development) for a partial day (a day when the teacher is teaching no less than one of their regular classroom teaching assignments), shall receive \$27.50 (\$30.00 effective 9/1/08) for a lost preparation/planning period on that day.

As an alternative, if the teacher and Principal both agree, in lieu of the \$27.50 (\$30.00 effective 9/1/08) compensation, the teacher's schedule may be modified for the day or comp time granted.

- (5) Lost Prep/Planning Period – Full Day: Teachers engaged in non-teaching assignments, duties, or activities (such as but not limited to field trips, scoring, visitations, conferences, professional development) for a full school day, shall NOT

receive compensation for a lost preparation/planning period(s) on those days.

- (f) There will be no students in attendance during the first teacher workday and the last teacher workday of the school year.
- (g) The following schedule will occur during the last week of school:

High School - As per the Regents Exam Schedule. Any teacher who proctors an exam on the last student attendance day will be provided compensatory time.

Middle School - The Middle School testing schedule will be similar to the High School Regents schedule.

Elementary - A minimum of three (3) half days and two (2) full days without students in attendance.

- 6.2.2 All teachers are expected to be in their building(s) daily for the entire work day.

In the event that a teacher must deviate from the prescribed time schedule, arrangements should be made with the immediate supervisor. If a teacher must leave the school building during the work day but outside the student day, he/she may do so by signing out on the forms provided in the school office including a statement of where he/she can be reached.

This provision is not intended to allow employees to leave school on a regular basis following their assignments.

- 6.2.3 Cafeteria Duty: Every reasonable effort will be made to rotate cafeteria duty on a yearly basis among available secondary teachers in each building.

- 6.2.4 While teachers have specific schedules to follow, they are on call at all times during the school day for emergencies. Teachers are expected to take responsibility for any pupils in any situation at any time if the teacher is at the scene where a decision is needed. This is not confined to the room or building in which the teacher is scheduled. All teachers are responsible for pupils in general.

- 6.2.5 Faculty Meetings: There are three types of faculty meetings: (a) general, (b) school, and (c) department, grade, subject or special area. All teachers are expected to attend all faculty meetings pertaining to their department, school, or the District. In an emergency, a teacher may be excused from attendance by the person calling the meeting. Every

reasonable effort will be made to hold such meetings within the teacher work day, but up to two (2) such general meetings per month or two (2) such school meetings per month in any building may extend beyond the teacher work day.

6.2.6 The District agrees to maintain four (4) teachers at the elementary level to provide additional planning time for K-5 classroom teachers. The District, effective with the 1995-96 school year shall provide one (1) elementary half-day per year.

6.2.7 Special Education teachers shall be assured of no less than two (2) days (or the equivalent) per year for IEP preparation and conferences.

#### **ARTICLE 7. RETIREMENT SICK LEAVE CONVERSION**

7.1 A Sick Leave Conversion Plan will be in effect for all teachers eligible therefore according to the following terms:

7.2 Eligibility - To be eligible for payments under the Sick Leave Conversion Plan a teacher must have reached age 55 and had at least ten (10) years of service in the Orchard Park Schools and be eligible to draw benefits from the NYSTRS.

7.3 To be eligible for the benefit under the Sick Leave Conversion Plan, the employee must notify the District in writing of his/her intention to retire according to the following schedule:

<u>Date of Retirement</u>	<u>Notification by:</u>
July 01, 2006	February 01, 2006
July 01, 2007	February 01, 2007
July 01, 2008	February 01, 2008
July 01, 2009	February 01, 2009
July 01, 2010	February 01, 2010
July 01, 2011	February 01, 2011

7.3.1 A teacher who reaches the age of 55 and has earned ten (10) years of service with the Orchard Park Schools and is eligible to draw retirement benefits from the NYSTRS between September 01 and June 30 who wishes to retire during the school year may do so and be eligible for Sick Leave Conversion benefits if the individual is granted an unpaid leave of absence from September 01 to the date of retirement.

To be eligible for a retirement incentive, the employee must notify the District in writing of his/her intention to retire and request an unpaid leave of absence from September 01 to the date of retirement.

#### 7.4 Sick Leave Conversion

- 7.4.1 In the school years 2003-2008, a teacher who has accumulated the following days sick leave credit at the time he/she files the written retirement notification (as above) will be entitled to: \$7000 = 200 days (\$7700 effective 9/1/08); \$6000 = 150 to 199 days (\$6600 effective 9/1/08) and \$5000 = 100 to 149 days (\$5500 effective 9/1/08).
- 7.4.2 At the time of the teachers retirement, an accounting of the sick leave records of the teacher will be undertaken to determine the amount of payment to be made in accordance with the following schedule for each day of sick leave not used and credited to the teacher, up to a maximum of 15 days per year:
- In the school year immediately preceding retirement - \$145.00 per day; maximum \$2175/yr. (Effective 9/1/08: \$159/day and maximum of \$2385/yr)
- In the second year immediately preceding retirement - \$135.00 per day; maximum \$2025. (Effective 9/1/08: \$148/day and maximum of \$2220)
- In the third year immediately preceding retirement - \$125.00 per day; maximum \$1875. (Effective 9/1/08: \$137/day and maximum of \$2055)
- In the fourth year immediately preceding retirement - \$125.00 per day; maximum \$1875. (Effective 9/1/08: \$137/day and maximum of \$2055)
- In the fifth year immediately preceding retirement - \$115.00 per day; maximum \$1725. (Effective 9/1/08: \$126/day and maximum of \$1890)
- In the sixth year immediately preceding retirement - \$105.00 per day; maximum \$1575. (Effective 9/1/08: \$115/day and maximum of \$1725)
- In the seventh, eighth, and ninth years immediately preceding retirement - \$95.00 per day; maximum \$1425/yr. (Effective 9/1/08 \$104/day and maximum of \$1560/yr)
- 7.4.3 The total possible amount a teacher may receive under the Sick Leave Conversion Plan is \$22,525 (\$24,710 effective 9/1/08).
- 7.4.4 Sick Leave Conversion benefits payable under Section 7.4 hereof shall be payable according to the following options (see 7.4.5). The teacher must select the option(s) for payment within thirty (30) days after the notification of retirement required in 7.3 hereof.

- 7.4.5 The dollar value of an employee's sick leave conversion shall be used by the District to continue the employee's health insurance benefits. This provision will constitute a "non-elective distribution" and the said dollar value will be paid by the District to either (a) each retiring teacher's 403B account, by the end of October following the employee's retirement, provided the teacher can demonstrate that he/she has health insurance coverage upon retirement from another source or (b) an account maintained by the District for use in paying health insurance premiums through its group plan applicable to members of the negotiating unit, subject to the applicable rules of the District's health insurance carrier.

## **ARTICLE 8. MISCELLANEOUS**

- 8.1 Mileage: The District will pay a mileage rate equal to the rate allowed by the Internal Revenue Service for trips in a teacher's own automobile on school business which has been approved in advance by the Superintendent.
- 8.2 Notification of Assignments: Before the last day of school, teachers shall be notified of their anticipated subject and grade level assignments for the next school year. When subsequent changes become necessary, the affected teachers shall be notified when the District learns of the necessity.
- 8.3 Assignments as Substitute: The District shall make every reasonable effort to call in substitutes for absent teachers. However, when such efforts are unsuccessful, no teacher shall be required to substitute for another teacher for more than one (1) hour per day, or three (3) days per school year. Substitute coverage will be rotated among available teachers such that no teacher will be required to substitute a second time or third time until other available teachers, in rotation, had substituted once or twice respectively.
- 8.4 It will be the teacher's professional responsibility to choose the appropriate materials and time they should be presented in the class in accordance with the powers and duties as stated in the Education Law for Boards of Education (Section 1709) and the Superintendent of Schools (Section 2508).
- 8.5 Clothing Damage: A teacher may be reimbursed for loss or damage to his/her clothing or other items of wearing apparel resulting from action which occurred while the teacher was engaged in the proper exercise of responsibilities. Reimbursement shall not exceed \$300 per instance and shall be made upon presentation of:

- (a) the damaged clothing or evidence of loss
- (b) evidence of cost of repair or replacement
- (c) a written waiver of all further claims against the District for loss or damage

- 8.6 The children of Non-Resident District Teachers existing on July 01, 2000 may be enrolled in the District's schools without the payment of tuition. The children of Non-Resident District Teachers born after July 01, 2000 will not be permitted enrollment in the District's schools without the payment of tuition in accordance with the policy of the District.
- 8.7 Every reasonable effort will be made to maintain a safe and professional environment. Problems relating to this shall not be remedied through the grievance procedure. Teachers are encouraged to use the shared decision making process to deal with these issues.
- 8.8 Teachers will have input into the selection of new professional staff.
- 8.9 Two half-days (with students not in attendance) will be provided K-8 teachers during the first elementary marking period for the purpose of their conducting conferences with parents. In addition, K-5 teachers, in coordination with their building principals, will provide at least three hours opportunity outside of the teacher work day during the first elementary marking period for the purpose of conducting parent-teacher conferences. For each hour of teacher participation in parent-teacher conferences so scheduled outside the teacher work day, a teacher will be given one hour time off during the teacher work day to be scheduled at a time when students are not in attendance satisfactory to the building principal involved.
- 8.10 The District shall provide two days during each fall semester and two days during each spring semester of release time for K-3 teachers, which time will be devoted to working with students on literacy portfolios.

## **ARTICLE 9. HEALTH INSURANCE**

- 9.1 Effective September 1, 2007, the District will offer full-time employees the opportunity to enroll in either one single or one family coverage (as appropriate). As examples: a husband and wife who are both employed by the District shall be eligible for either one family plan or two single plans (not two family plans), or a family plan and an in-lieu payment. Also a single employee without eligible dependents shall be provided a single plan (not a family plan). The coverage policy provided will be the Univera Solutions policy with a "\$10/\$25/\$40 carve out" prescription drugs co-pay and a hospitalization co-pay as detailed in the Summary Plan Description.



The District will pay one hundred percent (100%) of the premium cost for this coverage.

- 9.2 Any employee also may enroll in a District-sponsored Univera Traditional plan, provided the employee pays the difference in premium cost between that plan and the foregoing Univera Solutions plan for which the employee otherwise would be eligible. The Traditional plan available hereunder will have a \$10/\$25/\$40 prescription drugs co-pay carve out, a hospital services co-pay of \$0 and a \$250 single or \$500 family deductible. In lieu of the Traditional plan herein, a Traditional/PPO co-offering may be available, provided it is selected by the parties' Health Insurance Review Committee established below and approved by the District.
- 9.3 The District, in addition, will make a Univera Value Plus plan available for employee enrollment. This plan will have a \$10/\$30/\$50 prescription drugs co-pay carve out and a hospital services co-pay of \$500. Should an employee elect to enroll in this plan, the District will deposit in the employee's 105-h account, established under Section 9.4 below, one-half the difference in premium cost between this plan and the foregoing Univera Solutions plan for which the employee otherwise would be eligible.
- 9.4 The District will establish a "health maintenance account" under IRC § 105-h for each qualified unit member. The District will annually deposit in their respective accounts: \$150 for each unit member eligible for single benefits and \$300 for each unit member eligible for family benefits thereunder. [The District will request P & A administer this 105-h program in the manner it proposed on 7/8/04, including the "swipe-card" option.]
- 9.5 All coverages made hereunder will be subject to the rules of the carriers/providers thereof. Upon the District's receipt of written notice from a carrier/provider concerning a plan change, the District will notify the Association thereof, and at the request of the Association, will engage in impact negotiation concerning any such change to the extent required by law.
- 9.6 The District will reimburse teachers who do not have coverage under the plan described above. Such reimbursements will be in the amount of \$900.00 per year.

Provided, however, that if five (5) teachers enrolled in family health insurance coverage as of March 1, 2007 drop all coverage effective on or before October 1, 2007, the payment provided for in this section shall increase to \$1500 per year for all teachers eligible under this section. Provided, further, that if ten (10) teachers enrolled in family health insurance coverage as of March 1, 2007 drop all coverage effective on or before October 1, 2007, the payment provided for in this section shall

increase to \$2000 per year for all teachers eligible under this section. In order to count in the total of five (5) or ten (10) teachers dropping coverage, a teacher must have been employed by the District on March 1, 2007 and October 1, 2007.

These teachers must disclose and prove that they have other coverage. Reimbursement will be in one check in November upon proof of spouse's coverage. The disclosure form must be completed / changed by September 15 for November payment.

Teachers may be reinstated in the health insurance program provided by the District at times and under conditions described by the insurance carrier. Should this occur during a school year, that teacher's annual reimbursement shall be repaid to the district on a prorated basis by the teacher.

- 9.7 A dental insurance program chosen by the Orchard Park Teachers Association will be available to teachers. The District's contribution toward the premium costs of the plan shall be as follows:

2003-2008	\$138,000
2008-2011	\$151,800

Premium costs above those contributed by the District in each of the school years will be paid by the employees. The District will pay an additional \$360 (\$396 effective 9/1/08) for each unit member above 400 FTE. For example: 401 unit members = \$152,196 after 9/1/08.

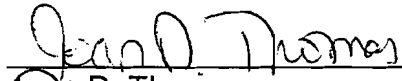
- 9.8 Employees must disclose and prove to the District all the health insurance plans under which they are covered. Such disclosure will be required one (1) time unless the employee's health insurance coverage changes at which time the employee is responsible to request and complete a new disclosure form. The disclosure form used by the District is shown in Appendix J.

- 9.9 The District provides 50% of the payment for part-time employees who work 50% but less than 75% of the time, and provides 75% of the payment for part-time employees who work more than 75% of the time. Part-of-the-year employees are not eligible for these benefits. Staff members on leave are eligible for these coverages at their own expense without any payment by the District.

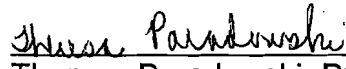
- 9.10 The Health Insurance Review Committee including representative(s) of OPTA will evaluate the cost effectiveness of the present Univera contracts. Any changes in existing coverages must be approved by both parties to this Agreement.

### SUBSCRIPTION

In witness whereof, the duly authorized representatives of the District and the Association have signed their names below.

  
Joan D. Thomas  
Superintendent of Schools

12/7/07  
Date

  
Theresa Paradowski, President  
Orchard Park Teachers Association

12.07.07  
Date

**GRIEVANCE RECORD**

GRIEVANT'S NAME(S) \_\_\_\_\_  
 \_\_\_\_\_

BUILDING \_\_\_\_\_ GRADE LEVEL \_\_\_\_\_ SUBJECT \_\_\_\_\_

**LEVEL I: STATEMENT OF GRIEVANCE**

The following paragraph(s) of the Agreement allegedly violated:

(1) This is a brief summary of the facts: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) The date of the alleged violation(s) being grieved occurred on \_\_\_\_\_

(3) The District is requested to take the following action(s) to correct the situation:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Grievant's signature(s): \_\_\_\_\_  
 \_\_\_\_\_

Date presented to supervisor: \_\_\_\_\_

**LEVEL I: SUPERVISOR'S DETERMINATION**

(1) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Supervisor's signature: \_\_\_\_\_

Date given to grievant(s): \_\_\_\_\_

One copy sent to the Association: \_\_\_\_\_

LEVEL II: APPEAL

(1) This grievance is appealed to the Superintendent.

Grievant's signature(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

LEVEL II: SUPERINTENDENT'S DECISION

(1) The grievance form was received on: \_\_\_\_\_

(2) The Level meeting was held on: \_\_\_\_\_  
 and was attended by: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(3) Decision: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_

Date sent to Grievant(s) and Supervisor \_\_\_\_\_

Date sent to the Association \_\_\_\_\_

LEVEL III. SUBMISSION TO ARBITRATION

( 1) Each grievant whose signature appears below is not satisfied with the Level II decision:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) Association Representative's Signature:

\_\_\_\_\_  
 \_\_\_\_\_

(3) Date form returned to the Superintendent: \_\_\_\_\_

(4) The Association has submitted the grievance to arbitration. A copy of the letter to the AAA is attached.

\_\_\_\_\_  
 \_\_\_\_\_

	BACHELORS 2003-2004 SALARY SCHEDULE																		
	B	B(5)	B(10)	B(15)	B(20)	B(25)	B(30)	B(35)	B(40)	B(45)	B(50)	B(55)	B(60)	B(65)	B(70)	B(75)	B(80)	B(85)	B(90)
1	32000	32190	32380	32570	32760	32950	33170	33390	33610	33830	34050	34270	34720	34955	35190	35425	35660	35895	36130
2	32160	32350	32540	32730	32920	33110	33330	33550	33770	33990	34210	34430	34880	35115	35350	35585	35820	36055	36290
3	32760	32950	33140	33330	33520	33710	33930	34150	34370	34590	34810	35030	35480	35715	35950	36185	36420	36655	36890
4	33260	33450	33640	33830	34020	34210	34430	34650	34870	35090	35310	35530	35980	36215	36450	36685	36920	37155	37390
5	33760	33950	34140	34330	34520	34710	34930	35150	35370	35590	35810	36030	36480	36715	36950	37185	37420	37655	37890
6	34160	34350	34540	34730	34920	35110	35330	35550	35770	35990	36210	36430	36880	37115	37350	37585	37820	38055	38290
7	34760	34950	35140	35330	35520	35710	35930	36150	36370	36590	36810	37030	37480	37715	37950	38185	38420	38655	38890
8	35700	35890	36080	36270	36460	36650	36870	37090	37310	37530	37750	37970	38420	38655	38890	39125	39360	39595	39830
9	36860	37050	37240	37430	37620	37810	38030	38250	38470	38690	38910	39130	39580	39815	40050	40285	40520	40755	40990
10	38060	38250	38440	38630	38820	39010	39230	39450	39670	39890	40110	40330	40780	41015	41250	41485	41720	41955	42190
11	39470	39660	39850	40040	40230	40420	40640	40860	41080	41300	41520	41740	42190	42425	42660	42895	43130	43365	43600
12	41070	41260	41450	41640	41830	42020	42240	42460	42680	42900	43120	43340	43790	44025	44260	44495	44730	44965	45200
13	42520	42710	42900	43090	43280	43470	43690	43910	44130	44350	44570	44790	45240	45475	45710	45945	46180	46415	46650
14	44070	44260	44450	44640	44830	45020	45240	45460	45680	45900	46120	46340	46790	47025	47260	47495	47730	47965	48200
15	45670	45860	46050	46240	46430	46620	46840	47060	47280	47500	47720	47940	48390	48625	48860	49095	49330	49565	49800
16	47250	47440	47630	47820	48010	48200	48420	48640	48860	49080	49300	49520	49970	50205	50440	50675	50910	51145	51380
17	49450	49640	49830	50020	50210	50400	50620	50840	51060	51280	51500	51720	52170	52405	52640	52875	53110	53345	53580
18	51500	51690	51880	52070	52260	52450	52670	52890	53110	53330	53550	53770	54220	54455	54690	54925	55160	55395	55630
19	59000	59190	59380	59570	59760	59950	60170	60390	60610	60830	61050	61270	61720	61955	62190	62425	62660	62895	63130
20	72050	72240	72430	72620	72810	73000	73220	73440	73660	73880	74100	74320	74770	75005	75240	75475	75710	75945	76180

MASTERS 2003-2004 SALARY SCHEDULE													
	M(30)	M(35)	M(40)	M(45)	M(50)	M(55)	M(60)	M(65)	M(70)	M(75)	M(80)	M(85)	M(90)
1	34000	34220	34440	34660	34880	35100	35550	35785	36020	36255	36490	36725	36960
2	35000	35220	35440	35660	35880	36100	36550	36785	37020	37255	37490	37725	37960
3	36300	36520	36740	36960	37180	37400	37850	38085	38320	38555	38790	39025	39260
4	37700	37920	38140	38360	38580	38800	39250	39485	39720	39955	40190	40425	40660
5	38900	39120	39340	39560	39780	40000	40450	40685	40920	41155	41390	41625	41860
6	40300	40520	40740	40960	41180	41400	41850	42085	42320	42555	42790	43025	43260
7	41800	42020	42240	42460	42680	42900	43350	43585	43820	44055	44290	44525	44760
8	43000	43220	43440	43660	43880	44100	44550	44785	45020	45255	45490	45725	45960
9	44800	45020	45240	45460	45680	45900	46350	46585	46820	47055	47290	47525	47760
10	46500	46720	46940	47160	47380	47600	48050	48285	48520	48755	48990	49225	49460
11	49000	49220	49440	49660	49880	50100	50550	50785	51020	51255	51490	51725	51960
12	51000	51220	51440	51660	51880	52100	52550	52785	53020	53255	53490	53725	53960
13	52500	52720	52940	53160	53380	53600	54050	54285	54520	54755	54990	55225	55460
14	54000	54220	54440	54660	54880	55100	55550	55785	56020	56255	56490	56725	56960
15	56000	56220	56440	56660	56880	57100	57550	57785	58020	58255	58490	58725	58960
16	58000	58220	58440	58660	58880	59100	59550	59785	60020	60255	60490	60725	60960
17	60000	60220	60440	60660	60880	61100	61550	61785	62020	62255	62490	62725	62960
18	62000	62220	62440	62660	62880	63100	63550	63785	64020	64255	64490	64725	64960
19	67000	67220	67440	67660	67880	68100	68550	68785	69020	69255	69490	69725	69960
20	78020	78240	78460	78680	78900	79120	79570	79805	80040	80275	80510	80745	80980

	BACHELORS 2004-2005 SALARY SCHEDULE																		
	B	B(5)	B(10)	B(15)	B(20)	B(25)	B(30)	B(35)	B(40)	B(45)	B(50)	B(55)	B(60)	B(65)	B(70)	B(75)	B(80)	B(85)	B(90)
1	32000	32190	32380	32570	32760	32950	33170	33390	33610	33830	34050	34270	34720	34955	35190	35425	35660	35895	36130
2	32160	32350	32540	32730	32920	33110	33330	33550	33770	33990	34210	34430	34880	35115	35350	35585	35820	36055	36290
3	32760	32950	33140	33330	33520	33710	33930	34150	34370	34590	34810	35030	35480	35715	35950	36185	36420	36655	36890
4	33260	33450	33640	33830	34020	34210	34430	34650	34870	35090	35310	35530	35980	36215	36450	36685	36920	37155	37390
5	33760	33950	34140	34330	34520	34710	34930	35150	35370	35590	35810	36030	36480	36715	36950	37185	37420	37655	37890
6	34160	34350	34540	34730	34920	35110	35330	35550	35770	35990	36210	36430	36880	37115	37350	37585	37820	38055	38290
7	34760	34950	35140	35330	35520	35710	35930	36150	36370	36590	36810	37030	37480	37715	37950	38185	38420	38655	38890
8	35700	35890	36080	36270	36460	36650	36870	37090	37310	37530	37750	37970	38420	38655	38890	39125	39360	39595	39830
9	36860	37050	37240	37430	37620	37810	38030	38250	38470	38690	38910	39130	39580	39815	40050	40285	40520	40755	40990
10	38060	38250	38440	38630	38820	39010	39230	39450	39670	39890	40110	40330	40780	41015	41250	41485	41720	41955	42190
11	39470	39660	39850	40040	40230	40420	40640	40860	41080	41300	41520	41740	42190	42425	42660	42895	43130	43365	43600
12	41070	41260	41450	41640	41830	42020	42240	42460	42680	42900	43120	43340	43790	44025	44260	44495	44730	44965	45200
13	42520	42710	42900	43090	43280	43470	43690	43910	44130	44350	44570	44790	45240	45475	45710	45945	46180	46415	46650
14	44070	44260	44450	44640	44830	45020	45240	45460	45680	45900	46120	46340	46790	47025	47260	47495	47730	47965	48200
15	45670	45860	46050	46240	46430	46620	46840	47060	47280	47500	47720	47940	48390	48625	48860	49095	49330	49565	49800
16	47250	47440	47630	47820	48010	48200	48420	48640	48860	49080	49300	49520	49970	50205	50440	50675	50910	51145	51380
17	49450	49640	49830	50020	50210	50400	50620	50840	51060	51280	51500	51720	52170	52405	52640	52875	53110	53345	53580
18	51500	51690	51880	52070	52260	52450	52670	52890	53110	53330	53550	53770	54220	54455	54690	54925	55160	55395	55630
19	59000	59190	59380	59570	59760	59950	60170	60390	60610	60830	61050	61270	61720	61955	62190	62425	62660	62895	63130
20	72050	72240	72430	72620	72810	73000	73220	73440	73660	73880	74100	74320	74770	75005	75240	75475	75710	75945	76180



MASTERS 2004-2005 SALARY SCHEDULE													
	M(30)	M(35)	M(40)	M(45)	M(50)	M(55)	M(60)	M(65)	M(70)	M(75)	M(80)	M(85)	M(90)
1	34000	34220	34440	34660	34880	35100	35550	35785	36020	36255	36490	36725	36960
2	35000	35220	35440	35660	35880	36100	36550	36785	37020	37255	37490	37725	37960
3	36300	36520	36740	36960	37180	37400	37850	38085	38320	38555	38790	39025	39260
4	37700	37920	38140	38360	38580	38800	39250	39485	39720	39955	40190	40425	40660
5	38900	39120	39340	39560	39780	40000	40450	40685	40920	41155	41390	41625	41860
6	40300	40520	40740	40960	41180	41400	41850	42085	42320	42555	42790	43025	43260
7	41800	42020	42240	42460	42680	42900	43350	43585	43820	44055	44290	44525	44760
8	43000	43220	43440	43660	43880	44100	44550	44785	45020	45255	45490	45725	45960
9	44800	45020	45240	45460	45680	45900	46350	46585	46820	47055	47290	47525	47760
10	46500	46720	46940	47160	47380	47600	48050	48285	48520	48755	48990	49225	49460
11	49000	49220	49440	49660	49880	50100	50550	50785	51020	51255	51490	51725	51960
12	51000	51220	51440	51660	51880	52100	52550	52785	53020	53255	53490	53725	53960
13	52500	52720	52940	53160	53380	53600	54050	54285	54520	54755	54990	55225	55460
14	54000	54220	54440	54660	54880	55100	55550	55785	56020	56255	56490	56725	56960
15	56000	56220	56440	56660	56880	57100	57550	57785	58020	58255	58490	58725	58960
16	58000	58220	58440	58660	58880	59100	59550	59785	60020	60255	60490	60725	60960
17	60000	60220	60440	60660	60880	61100	61550	61785	62020	62255	62490	62725	62960
18	62000	62220	62440	62660	62880	63100	63550	63785	64020	64255	64490	64725	64960
19	67000	67220	67440	67660	67880	68100	68550	68785	69020	69255	69490	69725	69960
20	78020	78240	78460	78680	78900	79120	79570	79805	80040	80275	80510	80745	80980

	BACHELORS 2005-2006 SALARY SCHEDULE																		
	B	B(5)	B(10)	B(15)	B(20)	B(25)	B(30)	B(35)	B(40)	B(45)	B(50)	B(55)	B(60)	B(65)	B(70)	B(75)	B(80)	B(85)	B(90)
1	33000	33190	33380	33570	33760	33950	34170	34390	34610	34830	35050	35270	35720	35955	36190	36425	36660	36895	37130
2	33800	33990	34180	34370	34560	34750	34970	35190	35410	35630	35850	36070	36520	36755	36990	37225	37460	37695	37930
3	34600	34790	34980	35170	35360	35550	35770	35990	36210	36430	36650	36870	37320	37555	37790	38025	38260	38495	38730
4	35600	35790	35980	36170	36360	36550	36770	36990	37210	37430	37650	37870	38320	38555	38790	39025	39260	39495	39730
5	36500	36690	36880	37070	37260	37450	37670	37890	38110	38330	38550	38770	39220	39455	39690	39925	40160	40395	40630
6	37500	37690	37880	38070	38260	38450	38670	38890	39110	39330	39550	39770	40220	40455	40690	40925	41160	41395	41630
7	38500	38690	38880	39070	39260	39450	39670	39890	40110	40330	40550	40770	41220	41455	41690	41925	42160	42395	42630
8	39000	39190	39380	39570	39760	39950	40170	40390	40610	40830	41050	41270	41720	41955	42190	42425	42660	42895	43130
9	40500	40690	40880	41070	41260	41450	41670	41890	42110	42330	42550	42770	43220	43455	43690	43925	44160	44395	44630
10	42000	42190	42380	42570	42760	42950	43170	43390	43610	43830	44050	44270	44720	44955	45190	45425	45660	45895	46130
11	43500	43690	43880	44070	44260	44450	44670	44890	45110	45330	45550	45770	46220	46455	46690	46925	47160	47395	47630
12	45000	45190	45380	45570	45760	45950	46170	46390	46610	46830	47050	47270	47720	47955	48190	48425	48660	48895	49130
13	47500	47690	47880	48070	48260	48450	48670	48890	49110	49330	49550	49770	50220	50455	50690	50925	51160	51395	51630
14	50000	50190	50380	50570	50760	50950	51170	51390	51610	51830	52050	52270	52720	52955	53190	53425	53660	53895	54130
15	52000	52190	52380	52570	52760	52950	53170	53390	53610	53830	54050	54270	54720	54955	55190	55425	55660	55895	56130
16	54000	54190	54380	54570	54760	54950	55170	55390	55610	55830	56050	56270	56720	56955	57190	57425	57660	57895	58130
17	56000	56190	56380	56570	56760	56950	57170	57390	57610	57830	58050	58270	58720	58955	59190	59425	59660	59895	60130
18	59000	59190	59380	59570	59760	59950	60170	60390	60610	60830	61050	61270	61720	61955	62190	62425	62660	62895	63130
19	62000	62190	62380	62570	62760	62950	63170	63390	63610	63830	64050	64270	64720	64955	65190	65425	65660	65895	66130
20	74500	74690	74880	75070	75260	75450	75670	75890	76110	76330	76550	76770	77220	77455	77690	77925	78160	78395	78630

MASTERS 2005-2006 SALARY SCHEDULE													
	M(30)	M(35)	M(40)	M(45)	M(50)	M(55)	M(60)	M(65)	M(70)	M(75)	M(80)	M(85)	M(90)
1	36000	36220	36440	36660	36880	37100	37550	37785	38020	38255	38490	38725	38960
2	37000	37220	37440	37660	37880	38100	38550	38785	39020	39255	39490	39725	39960
3	38200	38420	38640	38860	39080	39300	39750	39985	40220	40455	40690	40925	41160
4	39400	39620	39840	40060	40280	40500	40950	41185	41420	41655	41890	42125	42360
5	40600	40820	41040	41260	41480	41700	42150	42385	42620	42855	43090	43325	43560
6	42000	42220	42440	42660	42880	43100	43550	43785	44020	44255	44490	44725	44960
7	43500	43720	43940	44160	44380	44600	45050	45285	45520	45755	45990	46225	46460
8	45000	45220	45440	45660	45880	46100	46550	46785	47020	47255	47490	47725	47960
9	46600	46820	47040	47260	47480	47700	48150	48385	48620	48855	49090	49325	49560
10	48400	48620	48840	49060	49280	49500	49950	50185	50420	50655	50890	51125	51360
11	50800	51020	51240	51460	51680	51900	52350	52585	52820	53055	53290	53525	53760
12	52800	53020	53240	53460	53680	53900	54350	54585	54820	55055	55290	55525	55760
13	54800	55020	55240	55460	55680	55900	56350	56585	56820	57055	57290	57525	57760
14	56800	57020	57240	57460	57680	57900	58350	58585	58820	59055	59290	59525	59760
15	58800	59020	59240	59460	59680	59900	60350	60585	60820	61055	61290	61525	61760
16	61000	61220	61440	61660	61880	62100	62550	62785	63020	63255	63490	63725	63960
17	63000	63220	63440	63660	63880	64100	64550	64785	65020	65255	65490	65725	65960
18	65000	65220	65440	65660	65880	66100	66550	66785	67020	67255	67490	67725	67960
19	70400	70620	70840	71060	71280	71500	71950	72185	72420	72655	72890	73125	73360
20	80000	80220	80440	80660	80880	81100	81550	81785	82020	82255	82490	82725	82960

BACHELORS 2006-2007 SALARY SCHEDULE																			
	B	B(5)	B(10)	B(15)	B(20)	B(25)	B(30)	B(35)	B(40)	B(45)	B(50)	B(55)	B(60)	B(65)	B(70)	B(75)	B(80)	B(85)	B(90)
1	33700	33890	34080	34270	34460	34650	34870	35090	35310	35530	35750	35970	36420	36655	36890	37125	37360	37595	37830
2	34400	34590	34780	34970	35160	35350	35570	35790	36010	36230	36450	36670	37120	37355	37590	37825	38060	38295	38530
3	35200	35390	35580	35770	35960	36150	36370	36590	36810	37030	37250	37470	37920	38155	38390	38625	38860	39095	39330
4	36700	36890	37080	37270	37460	37650	37870	38090	38310	38530	38750	38970	39420	39655	39890	40125	40360	40595	40830
5	37700	37890	38080	38270	38460	38650	38870	39090	39310	39530	39750	39970	40420	40655	40890	41125	41360	41595	41830
6	39100	39290	39480	39670	39860	40050	40270	40490	40710	40930	41150	41370	41820	42055	42290	42525	42760	42995	43230
7	40100	40290	40480	40670	40860	41050	41270	41490	41710	41930	42150	42370	42820	43055	43290	43525	43760	43995	44230
8	41100	41290	41480	41670	41860	42050	42270	42490	42710	42930	43150	43370	43820	44055	44290	44525	44760	44995	45230
9	42100	42290	42480	42670	42860	43050	43270	43490	43710	43930	44150	44370	44820	45055	45290	45525	45760	45995	46230
10	43600	43790	43980	44170	44360	44550	44770	44990	45210	45430	45650	45870	46320	46555	46790	47025	47260	47495	47730
11	45800	45990	46180	46370	46560	46750	46970	47190	47410	47630	47850	48070	48520	48755	48990	49225	49460	49695	49930
12	47500	47690	47880	48070	48260	48450	48670	48890	49110	49330	49550	49770	50220	50455	50690	50925	51160	51395	51630
13	49500	49690	49880	50070	50260	50450	50670	50890	51110	51330	51550	51770	52220	52455	52690	52925	53160	53395	53630
14	51800	51990	52180	52370	52560	52750	52970	53190	53410	53630	53850	54070	54520	54755	54990	55225	55460	55695	55930
15	54200	54390	54580	54770	54960	55150	55370	55590	55810	56030	56250	56470	56920	57155	57390	57625	57860	58095	58330
16	56800	56990	57180	57370	57560	57750	57970	58190	58410	58630	58850	59070	59520	59755	59990	60225	60460	60695	60930
17	59000	59190	59380	59570	59760	59950	60170	60390	60610	60830	61050	61270	61720	61955	62190	62425	62660	62895	63130
18	61100	61290	61480	61670	61860	62050	62270	62490	62710	62930	63150	63370	63820	64055	64290	64525	64760	64995	65230
19	64400	64590	64780	64970	65160	65350	65570	65790	66010	66230	66450	66670	67120	67355	67590	67825	68060	68295	68530
20	75700	75890	76080	76270	76460	76650	76870	77090	77310	77530	77750	77970	78420	78655	78890	79125	79360	79595	79830

	MASTERS 2006-2007 SALARY SCHEDULE												
	M(30)	M(35)	M(40)	M(45)	M(50)	M(55)	M(60)	M(65)	M(70)	M(75)	M(80)	M(85)	M(90)
1	36600	36820	37040	37260	37480	37700	38150	38385	38620	38855	39090	39325	39560
2	37600	37820	38040	38260	38480	38700	39150	39385	39620	39855	40090	40325	40560
3	38800	39020	39240	39460	39680	39900	40350	40585	40820	41055	41290	41525	41760
4	40000	40220	40440	40660	40880	41100	41550	41785	42020	42255	42490	42725	42960
5	41200	41420	41640	41860	42080	42300	42750	42985	43220	43455	43690	43925	44160
6	42800	43020	43240	43460	43680	43900	44350	44585	44820	45055	45290	45525	45760
7	44300	44520	44740	44960	45180	45400	45850	46085	46320	46555	46790	47025	47260
8	45800	46020	46240	46460	46680	46900	47350	47585	47820	48055	48290	48525	48760
9	47500	47720	47940	48160	48380	48600	49050	49285	49520	49755	49990	50225	50460
10	49500	49720	49940	50160	50380	50600	51050	51285	51520	51755	51990	52225	52460
11	52000	52220	52440	52660	52880	53100	53550	53785	54020	54255	54490	54725	54960
12	54000	54220	54440	54660	54880	55100	55550	55785	56020	56255	56490	56725	56960
13	56000	56220	56440	56660	56880	57100	57550	57785	58020	58255	58490	58725	58960
14	58000	58220	58440	58660	58880	59100	59550	59785	60020	60255	60490	60725	60960
15	60000	60220	60440	60660	60880	61100	61550	61785	62020	62255	62490	62725	62960
16	62400	62620	62840	63060	63280	63500	63950	64185	64420	64655	64890	65125	65360
17	64400	64620	64840	65060	65280	65500	65950	66185	66420	66655	66890	67125	67360
18	66400	66620	66840	67060	67280	67500	67950	68185	68420	68655	68890	69125	69360
19	71800	72020	72240	72460	72680	72900	73350	73585	73820	74055	74290	74525	74760
20	82000	82220	82440	82660	82880	83100	83550	83785	84020	84255	84490	84725	84960

BACHELORS 2007-2008 SALARY SCHEDULE																			
	B	B(5)	B(10)	B(15)	B(20)	B(25)	B(30)	B(35)	B(40)	B(45)	B(50)	B(55)	B(60)	B(65)	B(70)	B(75)	B(80)	B(85)	B(90)
1	34400	34590	34780	34970	35160	35350	35570	35790	36010	36230	36450	36670	37120	37355	37590	37825	38060	38295	38530
2	35100	35290	35480	35670	35860	36050	36270	36490	36710	36930	37150	37370	37820	38055	38290	38525	38760	38995	39230
3	36000	36190	36380	36570	36760	36950	37170	37390	37610	37830	38050	38270	38720	38955	39190	39425	39660	39895	40130
4	37500	37690	37880	38070	38260	38450	38670	38890	39110	39330	39550	39770	40220	40455	40690	40925	41160	41395	41630
5	38500	38690	38880	39070	39260	39450	39670	39890	40110	40330	40550	40770	41220	41455	41690	41925	42160	42395	42630
6	40000	40190	40380	40570	40760	40950	41170	41390	41610	41830	42050	42270	42720	42955	43190	43425	43660	43895	44130
7	41000	41190	41380	41570	41760	41950	42170	42390	42610	42830	43050	43270	43720	43955	44190	44425	44660	44895	45130
8	42000	42190	42380	42570	42760	42950	43170	43390	43610	43830	44050	44270	44720	44955	45190	45425	45660	45895	46130
9	43300	43490	43680	43870	44060	44250	44470	44690	44910	45130	45350	45570	46020	46255	46490	46725	46960	47195	47430
10	44800	44990	45180	45370	45560	45750	45970	46190	46410	46630	46850	47070	47520	47755	47990	48225	48460	48695	48930
11	47000	47190	47380	47570	47760	47950	48170	48390	48610	48830	49050	49270	49720	49955	50190	50425	50660	50895	51130
12	49000	49190	49380	49570	49760	49950	50170	50390	50610	50830	51050	51270	51720	51955	52190	52425	52660	52895	53130
13	51000	51190	51380	51570	51760	51950	52170	52390	52610	52830	53050	53270	53720	53955	54190	54425	54660	54895	55130
14	53400	53590	53780	53970	54160	54350	54570	54790	55010	55230	55450	55670	56120	56355	56590	56825	57060	57295	57530
15	55800	55990	56180	56370	56560	56750	56970	57190	57410	57630	57850	58070	58520	58755	58990	59225	59460	59695	59930
16	58200	58390	58580	58770	58960	59150	59370	59590	59810	60030	60250	60470	60920	61155	61390	61625	61860	62095	62330
17	60600	60790	60980	61170	61360	61550	61770	61990	62210	62430	62650	62870	63320	63555	63790	64025	64260	64495	64730
18	63000	63190	63380	63570	63760	63950	64170	64390	64610	64830	65050	65270	65720	65955	66190	66425	66660	66895	67130
19	65600	65790	65980	66170	66360	66550	66770	66990	67210	67430	67650	67870	68320	68555	68790	69025	69260	69495	69730
20	76900	77090	77280	77470	77660	77850	78070	78290	78510	78730	78950	79170	79620	79855	80090	80325	80560	80795	81030

	MASTERS 2007-2008 SALARY SCHEDULE												
	M(30)	M(35)	M(40)	M(45)	M(50)	M(55)	M(60)	M(65)	M(70)	M(75)	M(80)	M(85)	M(90)
1	37200	37420	37640	37860	38080	38300	38750	38985	39220	39455	39690	39925	40160
2	38200	38420	38640	38860	39080	39300	39750	39985	40220	40455	40690	40925	41160
3	39400	39620	39840	40060	40280	40500	40950	41185	41420	41655	41890	42125	42360
4	40600	40820	41040	41260	41480	41700	42150	42385	42620	42855	43090	43325	43560
5	41800	42020	42240	42460	42680	42900	43350	43585	43820	44055	44290	44525	44760
6	43600	43820	44040	44260	44480	44700	45150	45385	45620	45855	46090	46325	46560
7	46100	46320	46540	46760	46980	47200	47650	47885	48120	48355	48590	48825	49060
8	46600	46820	47040	47260	47480	47700	48150	48385	48620	48855	49090	49325	49560
9	48400	48620	48840	49060	49280	49500	49950	50185	50420	50655	50890	51125	51360
10	50600	50820	51040	51260	51480	51700	52150	52385	52620	52855	53090	53325	53560
11	53000	53220	53440	53660	53880	54100	54550	54785	55020	55255	55490	55725	55960
12	55000	55220	55440	55660	55880	56100	56550	56785	57020	57255	57490	57725	57960
13	57000	57220	57440	57660	57880	58100	58550	58785	59020	59255	59490	59725	59960
14	59000	59220	59440	59660	59880	60100	60550	60785	61020	61255	61490	61725	61960
15	61000	61220	61440	61660	61880	62100	62550	62785	63020	63255	63490	63725	63960
16	63600	63820	64040	64260	64480	64700	65150	65385	65620	65855	66090	66325	66560
17	65600	65820	66040	66260	66480	66700	67150	67385	67620	67855	68090	68325	68560
18	67600	67820	68040	68260	68480	68700	69150	69385	69620	69855	70090	70325	70560
19	73000	73220	73440	73660	73880	74100	74550	74785	75020	75255	75490	75725	75960
20	83000	83220	83440	83660	83880	84100	84550	84785	85020	85255	85490	85725	85960

	<b>BACHELORS 2008-2009 SALARY SCHEDULE</b>																		
	B	B(5)	B(10)	B(15)	B(20)	B(25)	B(30)	B(35)	B(40)	B(45)	B(50)	B(55)	B(60)	B(65)	B(70)	B(75)	B(80)	B(85)	B(90)
1	35000	35190	35380	35570	35760	35950	36170	36390	36610	36830	37050	37270	37720	37955	38190	38425	38660	38895	39130
2	35500	35690	35880	36070	36260	36450	36670	36890	37110	37330	37550	37770	38220	38455	38690	38925	39160	39395	39630
3	36400	36590	36780	36970	37160	37350	37570	37790	38010	38230	38450	38670	39120	39355	39590	39825	40060	40295	40530
4	37900	38090	38280	38470	38660	38850	39070	39290	39510	39730	39950	40170	40620	40855	41090	41325	41560	41795	42030
5	38900	39090	39280	39470	39660	39850	40070	40290	40510	40730	40950	41170	41620	41855	42090	42325	42560	42795	43030
6	40400	40590	40780	40970	41160	41350	41570	41790	42010	42230	42450	42670	43120	43355	43590	43825	44060	44295	44530
7	41400	41590	41780	41970	42160	42350	42570	42790	43010	43230	43450	43670	44120	44355	44590	44825	45060	45295	45530
8	43000	43190	43380	43570	43760	43950	44170	44390	44610	44830	45050	45270	45720	45955	46190	46425	46660	46895	47130
9	44300	44490	44680	44870	45060	45250	45470	45690	45910	46130	46350	46570	47020	47255	47490	47725	47960	48195	48430
10	45800	45990	46180	46370	46560	46750	46970	47190	47410	47630	47850	48070	48520	48755	48990	49225	49460	49695	49930
11	48000	48190	48380	48570	48760	48950	49170	49390	49610	49830	50050	50270	50720	50955	51190	51425	51660	51895	52130
12	50000	50190	50380	50570	50760	50950	51170	51390	51610	51830	52050	52270	52720	52955	53190	53425	53660	53895	54130
13	52000	52190	52380	52570	52760	52950	53170	53390	53610	53830	54050	54270	54720	54955	55190	55425	55660	55895	56130
14	54400	54590	54780	54970	55160	55350	55570	55790	56010	56230	56450	56670	57120	57355	57590	57825	58060	58295	58530
15	56800	56990	57180	57370	57560	57750	57970	58190	58410	58630	58850	59070	59520	59755	59990	60225	60460	60695	60930
16	59200	59390	59580	59770	59960	60150	60370	60590	60810	61030	61250	61470	61920	62155	62390	62625	62860	63095	63330
17	61600	61790	61980	62170	62360	62550	62770	62990	63210	63430	63650	63870	64320	64555	64790	65025	65260	65495	65730
18	64000	64190	64380	64570	64760	64950	65170	65390	65610	65830	66050	66270	66720	66955	67190	67425	67660	67895	68130
19	66600	66790	66980	67170	67360	67550	67770	67990	68210	68430	68650	68870	69320	69555	69790	70025	70260	70495	70730
20	77900	78090	78280	78470	78660	78850	79070	79290	79510	79730	79950	80170	80620	80855	81090	81325	81560	81795	82030

APPENDIX G-1



	<b>MASTERS 2008-2009 SALARY SCHEDULE</b>												
	M(30)	M(35)	M(40)	M(45)	M(50)	M(55)	M(60)	M(65)	M(70)	M(75)	M(80)	M(85)	M(90)
1	38500	38720	38940	39160	39380	39600	40050	40285	40520	40755	40990	41225	41460
2	39000	39220	39440	39660	39880	40100	40550	40785	41020	41255	41490	41725	41960
3	39500	39720	39940	40160	40380	40600	41050	41285	41520	41755	41990	42225	42460
4	40700	40920	41140	41360	41580	41800	42250	42485	42720	42955	43190	43425	43660
5	42000	42220	42440	42660	42880	43100	43550	43785	44020	44255	44490	44725	44960
6	43700	43920	44140	44360	44580	44800	45250	45485	45720	45955	46190	46425	46660
7	45700	45920	46140	46360	46580	46800	47250	47485	47720	47955	48190	48425	48660
8	47000	47220	47440	47660	47880	48100	48550	48785	49020	49255	49490	49725	49960
9	48500	48720	48940	49160	49380	49600	50050	50285	50520	50755	50990	51225	51460
10	51100	51320	51540	51760	51980	52200	52650	52885	53120	53355	53590	53825	54060
11	53500	53720	53940	54160	54380	54600	55050	55285	55520	55755	55990	56225	56460
12	55500	55720	55940	56160	56380	56600	57050	57285	57520	57755	57990	58225	58460
13	57500	57720	57940	58160	58380	58600	59050	59285	59520	59755	59990	60225	60460
14	59500	59720	59940	60160	60380	60600	61050	61285	61520	61755	61990	62225	62460
15	62000	62220	62440	62660	62880	63100	63550	63785	64020	64255	64490	64725	64960
16	64000	64220	64440	64660	64880	65100	65550	65785	66020	66255	66490	66725	66960
17	66000	66220	66440	66660	66880	67100	67550	67785	68020	68255	68490	68725	68960
18	68800	69020	69240	69460	69680	69900	70350	70585	70820	71055	71290	71525	71760
19	75000	75220	75440	75660	75880	76100	76550	76785	77020	77255	77490	77725	77960
20	84500	84720	84940	85160	85380	85600	86050	86285	86520	86755	86990	87225	87460

	<b>BACHELORS 2009-2010 SALARY SCHEDULE</b>																		
	B	B(5)	B(10)	B(15)	B(20)	B(25)	B(30)	B(35)	B(40)	B(45)	B(50)	B(55)	B(60)	B(65)	B(70)	B(75)	B(80)	B(85)	B(90)
1	35900	36090	36280	36470	36660	36850	37070	37290	37510	37730	37950	38170	38620	38855	39090	39325	39560	39795	40030
2	36500	36690	36880	37070	37260	37450	37670	37890	38110	38330	38550	38770	39220	39455	39690	39925	40160	40395	40630
3	37400	37590	37780	37970	38160	38350	38570	38790	39010	39230	39450	39670	40120	40355	40590	40825	41060	41295	41530
4	38900	39090	39280	39470	39660	39850	40070	40290	40510	40730	40950	41170	41620	41855	42090	42325	42560	42795	43030
5	39900	40090	40280	40470	40660	40850	41070	41290	41510	41730	41950	42170	42620	42855	43090	43325	43560	43795	44030
6	41400	41590	41780	41970	42160	42350	42570	42790	43010	43230	43450	43670	44120	44355	44590	44825	45060	45295	45530
7	42400	42590	42780	42970	43160	43350	43570	43790	44010	44230	44450	44670	45120	45355	45590	45825	46060	46295	46530
8	44000	44190	44380	44570	44760	44950	45170	45390	45610	45830	46050	46270	46720	46955	47190	47425	47660	47895	48130
9	45300	45490	45680	45870	46060	46250	46470	46690	46910	47130	47350	47570	48020	48255	48490	48725	48960	49195	49430
10	46400	46590	46780	46970	47160	47350	47570	47790	48010	48230	48450	48670	49120	49355	49590	49825	50060	50295	50530
11	48600	48790	48980	49170	49360	49550	49770	49990	50210	50430	50650	50870	51320	51555	51790	52025	52260	52495	52730
12	50600	50790	50980	51170	51360	51550	51770	51990	52210	52430	52650	52870	53320	53555	53790	54025	54260	54495	54730
13	52600	52790	52980	53170	53360	53550	53770	53990	54210	54430	54650	54870	55320	55555	55790	56025	56260	56495	56730
14	55000	55190	55380	55570	55760	55950	56170	56390	56610	56830	57050	57270	57720	57955	58190	58425	58660	58895	59130
15	57400	57590	57780	57970	58160	58350	58570	58790	59010	59230	59450	59670	60120	60355	60590	60825	61060	61295	61530
16	59800	59990	60180	60370	60560	60750	60970	61190	61410	61630	61850	62070	62520	62755	62990	63225	63460	63695	63930
17	62200	62390	62580	62770	62960	63150	63370	63590	63810	64030	64250	64470	64920	65155	65390	65625	65860	66095	66330
18	64600	64790	64980	65170	65360	65550	65770	65990	66210	66430	66650	66870	67320	67555	67790	68025	68260	68495	68730
19	67200	67390	67580	67770	67960	68150	68370	68590	68810	69030	69250	69470	69920	70155	70390	70625	70860	71095	71330
20	78900	79090	79280	79470	79660	79850	80070	80290	80510	80730	80950	81170	81620	81855	82090	82325	82560	82795	83030

	<b>MASTERS 2009-2010 SALARY SCHEDULE</b>												
	M(30)	M(35)	M(40)	M(45)	M(50)	M(55)	M(60)	M(65)	M(70)	M(75)	M(80)	M(85)	M(90)
1	39200	39420	39640	39860	40080	40300	40750	40985	41220	41455	41690	41925	42160
2	40200	40420	40640	40860	41080	41300	41750	41985	42220	42455	42690	42925	43160
3	41000	41220	41440	41660	41880	42100	42550	42785	43020	43255	43490	43725	43960
4	41900	42120	42340	42560	42780	43000	43450	43685	43920	44155	44390	44625	44860
5	43200	43420	43640	43860	44080	44300	44750	44985	45220	45455	45690	45925	46160
6	44700	44920	45140	45360	45580	45800	46250	46485	46720	46955	47190	47425	47660
7	46500	46720	46940	47160	47380	47600	48050	48285	48520	48755	48990	49225	49460
8	48050	48270	48490	48710	48930	49150	49600	49835	50070	50305	50540	50775	51010
9	49600	49820	50040	50260	50480	50700	51150	51385	51620	51855	52090	52325	52560
10	52000	52220	52440	52660	52880	53100	53550	53785	54020	54255	54490	54725	54960
11	54500	54720	54940	55160	55380	55600	56050	56285	56520	56755	56990	57225	57460
12	56900	57120	57340	57560	57780	58000	58450	58685	58920	59155	59390	59625	59860
13	58800	59020	59240	59460	59680	59900	60350	60585	60820	61055	61290	61525	61760
14	61000	61220	61440	61660	61880	62100	62550	62785	63020	63255	63490	63725	63960
15	63800	64020	64240	64460	64680	64900	65350	65585	65820	66055	66290	66525	66760
16	66000	66220	66440	66660	66880	67100	67550	67785	68020	68255	68490	68725	68960
17	68000	68220	68440	68660	68880	69100	69550	69785	70020	70255	70490	70725	70960
18	70800	71020	71240	71460	71680	71900	72350	72585	72820	73055	73290	73525	73760
19	77000	77220	77440	77660	77880	78100	78550	78785	79020	79255	79490	79725	79960
20	86650	86870	87090	87310	87530	87750	88200	88435	88670	88905	89140	89375	89610

APPENDIX G-2

BACHELORS 2010 - 2011 SALARY SCHED																			
	B	B(5)	B(10)	B(15)	B(20)	B(25)	B(30)	B(35)	B(40)	B(45)	B(50)	B(55)	B(60)	B(65)	B(70)	B(75)	B(80)	B(85)	B(90)
1	36900	37090	37280	37470	37660	37850	38070	38290	38510	38730	38950	39170	39620	39855	40090	40325	40560	40795	41030
2	37500	37690	37880	38070	38260	38450	38670	38890	39110	39330	39550	39770	40220	40455	40690	40925	41160	41395	41630
3	38400	38590	38780	38970	39160	39350	39570	39790	40010	40230	40450	40670	41120	41355	41590	41825	42060	42295	42530
4	39900	40090	40280	40470	40660	40850	41070	41290	41510	41730	41950	42170	42620	42855	43090	43325	43560	43795	44030
5	40900	41090	41280	41470	41660	41850	42070	42290	42510	42730	42950	43170	43620	43855	44090	44325	44560	44795	45030
6	42400	42590	42780	42970	43160	43350	43570	43790	44010	44230	44450	44670	45120	45355	45590	45825	46060	46295	46530
7	43400	43590	43780	43970	44160	44350	44570	44790	45010	45230	45450	45670	46120	46355	46590	46825	47060	47295	47530
8	45000	45190	45380	45570	45760	45950	46170	46390	46610	46830	47050	47270	47720	47955	48190	48425	48660	48895	49130
9	46300	46490	46680	46870	47060	47250	47470	47690	47910	48130	48350	48570	49020	49255	49490	49725	49960	50195	50430
10	47000	47190	47380	47570	47760	47950	48170	48390	48610	48830	49050	49270	49720	49955	50190	50425	50660	50895	51130
11	49200	49390	49580	49770	49960	50150	50370	50590	50810	51030	51250	51470	51920	52155	52390	52625	52860	53095	53330
12	51200	51390	51580	51770	51960	52150	52370	52590	52810	53030	53250	53470	53920	54155	54390	54625	54860	55095	55330
13	53200	53390	53580	53770	53960	54150	54370	54590	54810	55030	55250	55470	55920	56155	56390	56625	56860	57095	57330
14	55600	55790	55980	56170	56360	56550	56770	56990	57210	57430	57650	57870	58320	58555	58790	59025	59260	59495	59730
15	58000	58190	58380	58570	58760	58950	59170	59390	59610	59830	60050	60270	60720	60955	61190	61425	61660	61895	62130
16	60400	60590	60780	60970	61160	61350	61570	61790	62010	62230	62450	62670	63120	63355	63590	63825	64060	64295	64530
17	62800	62990	63180	63370	63560	63750	63970	64190	64410	64630	64850	65070	65520	65755	65990	66225	66460	66695	66930
18	65200	65390	65580	65770	65960	66150	66370	66590	66810	67030	67250	67470	67920	68155	68390	68625	68860	69095	69330
19	67800	67990	68180	68370	68560	68750	68970	69190	69410	69630	69850	70070	70520	70755	70990	71225	71460	71695	71930
20	79900	80090	80280	80470	80660	80850	81070	81290	81510	81730	81950	82170	82620	82855	83090	83325	83560	83795	84030

	MASTERS 2010-2011 SALARY SCHEDULE												
	M(30)	M(35)	M(40)	M(45)	M(50)	M(55)	M(60)	M(65)	M(70)	M(75)	M(80)	M(85)	M(90)
1	40400	40620	40840	41060	41280	41500	41950	42185	42420	42655	42890	43125	43360
2	41400	41620	41840	42060	42280	42500	42950	43185	43420	43655	43890	44125	44360
3	42500	42720	42940	43160	43380	43600	44050	44285	44520	44755	44990	45225	45460
4	43100	43320	43540	43760	43980	44200	44650	44885	45120	45355	45590	45825	46060
5	43700	43920	44140	44360	44580	44800	45250	45485	45720	45955	46190	46425	46660
6	45200	45420	45640	45860	46080	46300	46750	46985	47220	47455	47690	47925	48160
7	47000	47220	47440	47660	47880	48100	48550	48785	49020	49255	49490	49725	49960
8	49050	49270	49490	49710	49930	50150	50600	50835	51070	51305	51540	51775	52010
9	50100	50320	50540	50760	50980	51200	51650	51885	52120	52355	52590	52825	53060
10	52400	52620	52840	53060	53280	53500	53950	54185	54420	54655	54890	55125	55360
11	54900	55120	55340	55560	55780	56000	56450	56685	56920	57155	57390	57625	57860
12	57500	57720	57940	58160	58380	58600	59050	59285	59520	59755	59990	60225	60460
13	59400	59620	59840	60060	60280	60500	60950	61185	61420	61655	61890	62125	62360
14	61800	62020	62240	62460	62680	62900	63350	63585	63820	64055	64290	64525	64760
15	64700	64920	65140	65360	65580	65800	66250	66485	66720	66955	67190	67425	67660
16	67100	67320	67540	67760	67980	68200	68650	68885	69120	69355	69590	69825	70060
17	69100	69320	69540	69760	69980	70200	70650	70885	71120	71355	71590	71825	72060
18	71800	72020	72240	72460	72680	72900	73350	73585	73820	74055	74290	74525	74760
19	78000	78220	78440	78660	78880	79100	79550	79785	80020	80255	80490	80725	80960
20	88120	88340	88560	88780	89000	89220	89670	89905	90140	90375	90610	90845	91080

**EXTRA CLASS ACTIVITIES SALARY SCHEDULE****2003/2008**

Step	1	2	3	4
Experience	1	2	3	4
Group I	1945	2150	2300	2705
Group II	1545	1710	1885	2065
Group III	1185	1295	1415	1575
Group IV	955	1040	1145	1265
Group V	555	625	680	750
Group VI	405	445	495	535

**Note: As per MOA of 6/2/06 step 4 during years 06-07 and 07-08 will be as follows, I = \$2,962, II = \$2,261, III = \$1,725, IV = \$1,385, V = \$821, and VI = \$586**

**2008/2011**

Step	1	2	3	4
Experience	1	2	3	4
Group I	2139	2365	2530	3258
Group II	1699	1881	2073	2487
Group III	1303	1424	1556	1897
Group IV	1050	1144	1259	1524
Group V	610	687	748	903
Group VI	445	489	544	644

**EXTRA CLASS ACTIVITIES****GROUP I**

DECA Club (HS)  
 Director (Musical & Drama) (HS)  
 Student Government - (HS-2)  
 Yearbook (HS)  
 Co-Curricular Coordinator (HS)  
 World Affairs - (MS - Grade 8)  
 Media Production Club

**GROUP II**

Newspaper (HS)  
 World Affairs - (MS - Grade 7)  
 Yearbook (MS)  
 International Club (HS)  
 Yorkers (MS)  
 Drama Club Production (HS)  
 Musical Choreographer (HS)  
 Student Council (MS - 2)  
 Forensic Club (HS)  
 Stage Crew (HS)  
 AFS Intercultural Club  
 Mock Trial (HS)  
 Musical Manager (MS)  
 Musical Director (MS)  
 Ski Club (MS)  
 Senior Class Advisor (HS)  
 Assist Yearbook Advisor (HS)  
 Study Skills Group (Elem)  
 Library Web Club

**GROUP III**

Co-Curricular Funds (HS)  
 Set Design (HS)  
 Athletic Association (HS)  
 Science Club (HS) (MS)  
 Variety Show Director (HS)  
 Literary Magazine (HS)  
 Musical Director (HS)  
 Musical (Vocal) Director (HS)  
 Pep Club (HS)  
 Marching Band - Colorguard Director (HS)  
 Marching Band Inst/Choreographer (HS)  
 Math Club (HS)  
 Associate Marching Band Director (Fall/Spring)  
 Operetta Director (Elem)  
 National Honor Society (HS)  
 Drama (MS)  
 Health Club (MS)  
 Eleventh Grade Advisor (HS)  
 Tenth Grade Advisor (HS)  
 Japanese Exchange Program (HS)  
 Spanish Club (Elem)  
 News Crew Club (MS)  
 Yearbook Advisor (Elem)  
 Ecology Group (HS)  
 SADD (HS)  
 United Way Coor (Dist.)  
 History Club  
 Best International Game Club

**GROUP IV**

Costume Coord (Musical & Drama) (HS)  
 Drill Instructor  
 Literary Magazine (MS)  
 Newspaper Assistant (HS)  
 Model Rocket Club (MS)  
 Varsity Club (HS)  
 Business Manager (Musical & Drama) (HS)  
 Student Council (Elementary)  
 \*Spectrum/OM Coord (Elem) (MS) (HS)  
 Percussion Instructor (HS)  
 Computer Club (MS)  
 Operetta Art Director (Elem)  
 Assist Colorguard Director  
 Brass Instructor  
 Percussion Instructor  
 Woodwind Instructors  
 Instrumental Music Advisor (Elem)  
 Vocal Music Conductor (Elem)  
 Ninth Grade Advisor (HS)  
 Marching Band Instructors  
 Science Club (Elem)  
 Ski Club (HS)  
 Abercrombie (HS)

**GROUP V**

Spanish Club (MS)  
 French Club (MS)  
 Future Teachers Club (HS)  
 Writers Sodality (HS)  
 Orchestra Conductor (Musical) (HS)  
 Science Olympiad (HS)  
 Musical Choreographer (MS)  
 Stage Crew (MS)  
 Rifle Club (HS)  
 Art Club (Elementary)  
 Bicycle Club (HS)  
 Rehearsal Accompanist (HS)  
 Babes (Elem)  
 Library Club (Elem)  
 Social Communications Skills (MS)  
 We Delivery (Elem)  
 Jazz Ensemble (MS)  
 Select Choir (MS)  
 Card Collectors Club (HS)  
 Writer's Club  
 Book Fiends (MS)  
 Media Production Club (HS)  
 Yearbook - Computer Layout Coordinator  
 Masterminds (HS)  
 Life & Career Skills Club

## EXTRA CLASS ACTIVITIES

### GROUP VI

\*OM Coach

Chess Club (HS) (MS)

Literary Magazine (Elem)

Schools Newspaper (Elem)

Intramural Coordinator (MS)

Musical - Makeup (HS)

Musical - Props (HS)

Racquette Ball Club (HS)

Technology Ed Club (HS)

Computer Club (HS)

Archery Club (HS)

Concert Accompanist (HS)

Educational Outreach (HS)

Equestrian Club (HS)

Library Media Club (HS)

Russian Club (HS)

The Committee (HS)

Third Grade Girls' Club

Third Grade Boys' Club

Challenge 24 Math Club (ES – gr 4 + 5)

\*Spectrum/OM - stipend is for the coordination of Spectrum and OM activities, including the coaching on an OM Team where applicable.



### COACHING SALARY SCHEDULE 2005-2008

<b><u>Baseball</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
Varsity Head	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant J.V.	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
Modified	\$1,994.40	\$2,185.20	\$2,383.20	\$2,548.80
<b><u>Basketball - Boys and Girls</u></b>				
Varsity Head	\$4,039.20	\$4,453.20	\$4,899.60	\$5,508.00
Assistant J.V.	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant - Freshman	\$2,746.80	\$2,998.80	\$3,294.00	\$3,600.00
Assistant - Modified	\$2,746.80	\$2,998.80	\$3,294.00	\$3,600.00
<b><u>Bowling - Boys and Girls</u></b>	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
<b><u>Cheerleading</u></b>				
Varsity Head	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant - JV	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
<b><u>Cross Country</u></b>				
Varsity - Head	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant - Varsity	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
Modified	\$1,994.40	\$2,185.20	\$2,383.20	\$2,548.80
<b><u>Field Hockey</u></b>				
Varsity	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant - JV	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
<b><u>Football</u></b>				
Varsity Head	\$4,730.40	\$5,130.00	\$5,572.80	\$6,130.80
Assistant Varsity (2)	\$3,560.40	\$3,841.20	\$4,158.00	\$4,514.40
Assistant JV (2)	\$3,560.40	\$3,841.20	\$4,158.00	\$4,514.40
Modified	\$3,402.00	\$3,654.00	\$3,949.20	\$4,269.60
Assistant - Modified	\$3,402.00	\$3,654.00	\$3,949.20	\$4,269.60
Assistant-Freshman	\$3,560.40	\$3,841.20	\$4,158.00	\$4,514.40
<b><u>Golf</u></b>	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
<b><u>Gymnastics</u></b>				
Varsity Head	\$2,433.60	\$2,667.60	\$2,941.20	\$3,250.80
<b><u>Lacrosse - Boys and Girls</u></b>				
Varsity	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant JV	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
Modified	\$1,994.40	\$2,185.20	\$2,383.20	\$2,548.80
<b><u>Rifle</u></b>	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80

# COACHING SALARY SCHEDULE 2005-2008

<b>Soccer- Boys and Girls</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Varsity	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant JV	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
Modified	\$1,994.40	\$2,185.20	\$2,383.20	\$2,548.80
<b>Softball</b>				
Varsity	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
JV	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
Modified	\$1,994.40	\$2,185.20	\$2,383.20	\$2,548.80
<b>Swimming</b>				
Varsity Head, boys	\$3,632.40	\$3,988.80	\$4,410.00	\$4,867.20
Assistant Varsity, boys	\$2,635.20	\$2,898.00	\$3,117.60	\$3,528.00
Varsity Head, girls	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant Varsity, girls	\$1,994.40	\$2,242.80	\$2,509.20	\$2,836.80
Modified, boys and girls (2)	\$1,994.40	\$2,185.20	\$2,383.20	\$2,548.80
<b>Tennis - Boys and Girls</b>				
Varsity	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
Varsity Head	\$2,433.60	\$2,667.60	\$2,941.20	\$3,250.80
Varsity	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant JV	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
Modified	\$1,994.40	\$2,185.20	\$2,383.20	\$2,548.80
<b>Volleyball - Boys and Girls</b>				
Varsity Head	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant JV	\$2,034.00	\$2,242.80	\$2,509.20	\$2,836.80
Modified	\$1,994.40	\$2,185.20	\$2,383.20	\$2,548.80
<b>Winter Track</b>				
Varsity Head	\$4,039.20	\$4,453.20	\$4,899.60	\$5,508.00
Assistant Varsity	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
<b>Wrestling</b>				
Varsity Head	\$4,039.20	\$4,453.20	\$4,899.60	\$5,508.00
Assistant Varsity	\$2,836.80	\$3,124.80	\$3,441.60	\$3,801.60
Assistant Modified	\$2,746.80	\$2,998.80	\$3,294.00	\$3,600.00
*Football coaching stipends include an additional \$500 for coaching prior to September 1 each year. This does not apply to any other positions.				

### COACHING SALARY SCHEDULE 2008-2011

<b><u>Baseball</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
Varsity Head	\$3,120	\$3,437	\$3,786	\$4,182
Assistant J.V.	\$2,237	\$2,467	\$2,760	\$3,120
Modified	\$2,194	\$2,404	\$2,622	\$2,804
<b><u>Basketball - Boys and Girls</u></b>				
Varsity Head	\$4,443	\$4,899	\$5,390	\$6,059
Assistant J.V.	\$3,120	\$3,437	\$3,786	\$4,182
Assistant - Freshman	\$3,021	\$3,299	\$3,623	\$3,960
Assistant - Modified	\$3,021	\$3,299	\$3,623	\$3,960
<b><u>Bowling - Boys and Girls</u></b>	\$2,237	\$2,467	\$2,760	\$3,120
<b><u>Cheerleading</u></b>				
Varsity Head	\$3,120	\$3,437	\$3,786	\$4,182
Assistant - JV	\$2,237	\$2,467	\$2,760	\$3,120
<b><u>Cross Country</u></b>				
Varsity - Head	\$3,120	\$3,437	\$3,786	\$4,182
Assistant - Varsity	\$2,237	\$2,467	\$2,760	\$3,120
Modified	\$2,194	\$2,404	\$2,622	\$2,804
<b><u>Field Hockey</u></b>				
Varsity	\$3,120	\$3,437	\$3,786	\$4,182
Assistant - JV	\$2,237	\$2,467	\$2,760	\$3,120
Modified	\$2,194	\$2,404	\$2,622	\$2,804
<b><u>Football</u></b>				
Varsity Head	\$5,203	\$5,643	\$6,130	\$6,744
Assistant Varsity (2)	\$3,916	\$4,225	\$4,574	\$4,966
Assistant JV (2)	\$3,916	\$4,225	\$4,574	\$4,966
Modified	\$3,742	\$4,019	\$4,344	\$4,697
Assistant - Modified	\$3,742	\$4,019	\$4,344	\$4,697
Assistant-Freshman	\$3,916	\$4,225	\$4,574	\$4,966
<b><u>Golf</u></b>	\$2,237	\$2,467	\$2,760	\$3,120
<b><u>Gymnastics</u></b>				
Varsity Head	\$2,677	\$2,934	\$3,235	\$3,576
<b><u>Ice Hockey</u></b>	\$4,443	4,899	\$5,390	\$6,059
<b><u>Lacrosse - Boys and Girls</u></b>				
Varsity	\$3,120	\$3,437	\$3,786	\$4,182
Assistant - Varsity	\$2,237	\$2,467	\$2,760	\$3,120
Assistant - JV	\$2,237	\$2,467	\$2,760	\$3,120
Modified	\$2,194	\$2,404	\$2,622	\$2,804
<b><u>Rifle</u></b>	\$2,237	\$2,467	\$2,760	\$3,120

**COACHING SALARY SCHEDULE  
2008-2011**

<b><u>Soccer – Boys and Girls</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
Varsity Head	\$3,120	\$3,437	\$3,786	\$4,182
Assistant J.V.	\$2,237	\$2,467	\$2,760	\$3,120
Modified	\$2,194	\$2,404	\$2,622	\$2,804
<b><u>Softball</u></b>				
Varsity	\$3,120	\$3,437	\$3,786	\$4,182
J.V.	\$2,237	\$2,467	\$2,760	\$3,120
Modified	\$2,194	\$2,404	\$2,622	\$2,804
<b><u>Swimming</u></b>				
Varsity Head, boys	\$3,996	\$4,388	\$4,851	\$5,354
Assistant Varsity, boys	\$2,899	\$3,188	\$3,429	\$3,881
Varsity Head, girls	\$3,120	\$3,437	\$3,786	\$4,182
Assistant Varsity, girls	\$2,194	\$2,467	\$2,760	\$3,120
Modified, boys and girls (2)	\$2,194	\$2,404	\$2,622	\$2,804
<b><u>Tennis – Boys and Girls</u></b>				
Varsity	\$3,120	\$3,437	\$3,786	\$4,182
Assistant	\$2,237	\$2,467	\$2,760	\$3,120
Varsity Head	\$2,677	\$2,934	\$3,235	\$3,576
Varsity	\$3,120	\$3,437	\$3,786	\$4,182
Assistant JV	\$2,237	\$2,467	\$2,760	\$3,120
Modified	\$2,194	\$2,404	\$2,622	\$2,804
<b><u>Track</u></b>				
Varsity	\$3,120	\$3,437	\$3,786	\$4,182
JV	\$2,237	\$2,467	\$2,760	\$3,120
Modified	\$2,194	\$2,404	\$2,622	\$2,804
<b><u>Volleyball – Boys and Girls</u></b>				
Varsity Head	\$3,120	\$3,437	\$3,786	\$4,182
Assistant JV	\$2,237	\$2,467	\$2,760	\$3,120
Modified	\$2,194	\$2,404	\$2,622	\$2,804
<b><u>Winter Track</u></b>				
Varsity Head	\$4,443	\$4,899	\$5,390	\$6,059
Assistant Varsity	\$3,120	\$3,437	\$3,786	\$4,182
<b><u>Wrestling</u></b>				
Varsity Head	\$4,443	\$4,899	\$5,390	\$6,059
Assistant Varsity	\$3,120	\$3,437	\$3,786	\$4,182
Assistant Modified	\$3,021	\$3,299	\$3,623	\$3,960
*Football coaching stipends include an additional \$550 for coaching prior to September 1 each year. This does not apply to any other positions.				

**ORCHARD PARK CENTRAL SCHOOL DISTRICT**  
**Insurance Information Form**

Employee Name: \_\_\_\_\_

I desire the following coverage through the Orchard Park Central School District:

- ☐ NONE
- ☐ INDIVIDUAL
- ☐ FAMILY      Only one family health insurance plan per eligible family unit.  
Please list eligible children or dependents.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Marital Status:      ☐ Single      ☐ Married

Spouse's name and birth date: \_\_\_\_\_

Spouse's medical insurance carrier and group number: \_\_\_\_\_

NEW EMPLOYEES: Immediate prior insurance group and group number: \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

☐ I certify that the information provided above is a true representation of my medical insurance coverage on this date.

2005/06 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2006/07 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2007/08 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2008/09 Signature \_\_\_\_\_ Date: \_\_\_\_\_

2009/10 Signature \_\_\_\_\_ Date: \_\_\_\_\_

2010/11 Signature \_\_\_\_\_ Date: \_\_\_\_\_

**MATERNITY NOTIFICATION (see OPTA 4.4.1)**

To: Human Resource Office  
Orchard Park Central School District  
3330 Baker Road  
Orchard Park NY 14127

From (print name and assigned location): \_\_\_\_\_

This is to inform you, in accordance with Article 4.4 of the Collective Bargaining Agreement, that I am pregnant.

My expected date of delivery is (month/day/year): \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

As per the provision of the Agreement, I have attached a statement from my attending physician.

Should the status of my pregnancy change, I will notify you under the terms of the Agreement.

Signed,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Additional Planning Information For Teacher

Sick Leave Days (paid days): An individual's accumulated sick leave days may be accessed for continuation of salary during the maternity and new born time period. After the birth date, generally up to six weeks may be used for regular delivery and up to eight weeks for caesarian section, provided the teacher has accumulated a sufficient number of sick days. See OPTA 4.4.5 and appendix K-2 of the Agreement.

FMLA Leave provides for continuation of district paid health care coverage for up to twelve weeks and might be available for use if a teacher goes on unpaid leave. Please Note: FMLA leave runs concurrently with other forms of leave for a period of up to 12 weeks each year for all eligible employees. See HR office for more information and appendix K-2 of the Agreement.

Extended Child Care Leave (unpaid days): Extended unpaid time off for child care is available following the terms of the Agreement. Please see OPTA section 4.4. and appendix K-3 of the Agreement.

As per the provision of the Agreement, I have attached a statement from my attending physician. Should the status of my pregnancy change, I will notify you under the terms of the Agreement.

XC: Assistant Superintendent for Human Resources and Administration  
Orchard Park Teachers Association  
Building Principal  
Payroll Department

**MATERNITY LEAVE NOTIFICATION (see OPTA 4.4.1)****\*\* Provide notice 30 days prior to delivery \*\***

To: Human Resource Office  
 Orchard Park Central School District  
 3330 Baker Road  
 Orchard Park NY 14127

From (print name and assigned location): \_\_\_\_\_

This is to inform you, in accordance with Article 4.4 of the Collective Bargaining Agreement, that I am pregnant.

My expected date of delivery is (month/day/year): \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

My leave will tentatively start on (month/day/year): \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

I expect to return to work on (month/day/year): \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Additional Planning Information Re Leave (please check if applicable)

\_\_\_\_ Sick Leave Days (paid days): I plan on using my accumulated sick leave days. I estimate that I currently have the following balance of accumulated sick leave days. \_\_\_\_\_ and plan to use \_\_\_\_\_ days. Note: After the birth date, generally up to six weeks may be used for regular delivery and up to eight weeks for caesarian section, provided the teacher has accumulated a sufficient number of sick days. See OPTA 4.4.5 and appendix K-2 of the Agreement.

\_\_\_\_ FMLA Leave (provides for continuation of district paid health care coverage): I plan on using FMLA leave (if available) to continue my health care coverage if I go on unpaid leave before my return. Please Note: FMLA leave runs concurrently with other forms of leave for a period of up to 12 weeks annually for eligible employees. See HR office for more information.

\_\_\_\_ Extended Child Care Leave (unpaid): I plan on taking an extended unpaid child care leave (see OPTA section 4.4.) after my allowable paid days are exhausted. I understand that this leave is to expire at the beginning of a semester, unless mutually agreed upon by the employee and District. I therefore plan to return from this extended leave on the following date:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

As per the provision of the Agreement, I have attached a statement from my attending physician. Should the status of my pregnancy change, I will notify you under the terms of the Agreement.

Signed,

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Name date

XC: Assistant Superintendent for Human Resources and Administration  
 Orchard Park Teachers Association  
 Building Principal  
 Payroll Department

### CHILD CARE LEAVE (OPTA 4.4)

To: Human Resource Office  
ORCHARD PARK CENTRAL SCHOOL DISTRICT  
3330 Baker Road  
Orchard Park NY 14127

From (print name and assigned location): \_\_\_\_\_

This is to inform you that, in accordance with Article 4.4 of the Collective Bargaining Agreement, I am requesting an unpaid child care leave of absence.

Under the terms of the Agreement I am requesting that this unpaid leave begin on the following date:  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

I am further requesting that this unpaid leave expire on the following date: \_\_\_\_/\_\_\_\_/\_\_\_\_,  
with the option to return at the end of one school year (see 4.4).

#### Additional Planning Information (please see OPTA 4.4)

- These leaves are to expire at the beginning of a semester (exceptions must be mutually agreed upon) and may be for up to approximately two (2) years (see 4.4.2).
- A written notice must be submitted 60 calendar days prior to the expiration of the leave indicating the teacher's intention to return to teaching. A teacher returning in September shall give such notice no later than May 1<sup>st</sup> (see 4.4.2)
- At the conclusion of the leave a teacher who takes a leave of absence of no longer than one (1) year in duration, shall be entitled to return to a position in the same building. Teachers taking a leave of more than one (1) year in duration shall be entitled to the same or similar position as the one held prior to the commencement of the leave (see 4.4.4).

Should the status of my unpaid leave change, I will notify you under the terms of the OPTA Agreement.

Signed,

\_\_\_\_\_  
Name

\_\_\_\_\_  
date

XC: Assistant Superintendent for Human Resources and Administration  
Orchard Park Teachers Association  
Building Principal  
Payroll Department



**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
ORCHARD PARK SCHOOL RELATED PROFESSIONALS ASSOCIATION,  
ORCHARD PARK TEACHERS ASSOCIATION  
AND THE  
ORCHARD PARK CENTRAL SCHOOL DISTRICT**

**WHEREAS**, a Collective Bargaining Agreement exists between the District and each of the above named Associations and,

**WHEREAS**, in each of the respective Collective Bargaining Agreements there are specific enumerated clauses (2.2.14 OPTA , 4.7 SRPA) that create IRS section 125 Cafeteria Plans and describe how FICA savings will be used to absorb the costs of administering the plan and,

**WHEREAS**, in each of the respective Collective Bargaining Agreements there are specific enumerated clauses (9.4 OPTA , 8.2 SRPA) that create IRS section 105(h) plans including the amounts to be contributed by the District , describe the formula(s) for 105(h) contributions by the District and describe how these 105(h) accounts will be administered and the swipe (debit) card benefit that is provided to unit members, and

**WHEREAS**, in each of the respective Collective Bargaining Agreements there are specific enumerated clauses (9.7 OPTA , 8.6 SRPA) that create a dental insurance program chosen by each Association , define a dollar amount identified as the District contribution to the respective dental insurance programs and a formula which addresses the issue of an increased District contribution to the respective dental insurance program when there is an increase of either membership within the unit or a new building within the District and

**WHEREAS**, the Cafeteria Plans (IRS section 125 plans), IRS section 105(h) accounts and the Dental Insurance Programs operate without the benefits of a formalized Benefit Fund and,

**WHEREAS**, District has voiced concern about how the District's contribution is forwarded to the various Plans and Dental Insurance Programs and

**WHEREAS**, the District and the Associations wish to formalize the Dental Insurance Programs, Cafeteria Plans (IRS section 125 plans) and IRS section 105(h) accounts into one Benefit Fund and

**WHEREAS**, the parties (Associations and District) wish to create a Benefit Fund which formally addresses the issues of District Contribution to the Dental Insurance Plans, the operation of the IRS section 125 Cafeteria Plans and the IRS section 105(h) accounts

**THEREFORE**, the parties agree to the following terms and conditions relative to the creation of a formal Benefit Fund and said terms and conditions will be incorporated into the successor collective bargaining agreements for each Association:

1. Effective approximately July 2007 a Benefit Fund, to be known as the **Orchard Park School Related Professionals and Teachers Benefit Trust Fund** will be established by the Associations for the purpose of providing a continuing program of benefits for members of the bargaining units.
2. FICA savings accruing to the District as a result of the creation of the IRS section 125 Cafeteria Plans shall be paid to the Benefit Fund rather than individual Associations following the last pay in December and the last pay in June.
3. A Benefit Fund plan document will be developed by the Associations on or before September 1<sup>st</sup> 2007 and shared with the District.
4. In lieu of the contributions specified in the respective collective bargaining agreements as of the effective date of this memorandum of agreement, the District will pay to the Benefit Fund the specified amounts found in each current collective bargaining agreement for the life of those respective agreements as well as any increases as resulting from application of the specified formula.
5. The Benefit Fund will be audited annually and a report will be presented to the Employer no later than August 1<sup>st</sup>.
6. The dollar amount to be deposited in each 105(h) account will be determined annually no later than the first payroll date in September. Each account holder and the fund will be informed of the amount to be deposited no later than the first payroll date in September.

7. Annually, the District will provide to Benefit Fund Coordinator /Head Trustee a list of eligible employees (those receiving health insurance a specified within the respective Collective Bargaining Agreements), no later than the first payroll date in September.
8. The District will provide the Benefit Trust Fund with its annual total contribution for the respective 105(h) plans/programs and the respective dental plans, no later than the first payroll date in October.
9. The District will continue to pay an amount equal to the administrative fees and the costs associated with the swipe (debit) cards. The fee structure is: \$2.50 per month per employee with 125 and 105h plans, \$4.50 per month per employee with 105h plan only. Any changes to the fee structure by P&A Administrators will require a meeting and agreement regarding the per month amount. This amount will be payable to the Benefit Trust Fund on or before the first business day of the month. The Benefit Trust fund shall thereafter be responsible for the payment of all such fees and costs to the providers and the District shall have no further responsibility therefore. Fees for the summer months are to be paid by the last business day of the month of June.
10. Effective 10/1/07 the 125 plan's and 105(h) plan's plan-year will be 10-1 through 9-30. Employees employed at the end of the 2006-2007 school year and employed September 2007 will receive an additional \$12.50/single plan or \$25/family plan for the month of September 2007. For all new employees, then, the plan years will begin on 10-1.
11. The Benefit Trust Fund coordinators from each respective Association will provide support services to the Fund by way of opening day packet distribution, orientation of new employees eligible for District provided health insurance programs and/or 125 Cafeteria Plans, and other services as needed by the Benefit Trust Fund.
12. The Benefit Trust Coordinators will pro-rate the district's contribution for any employee that has begun or ceased employment with the district mid-year. Any financial benefit owed to either party will be handled on a case by case basis by the Benefit Trust Coordinators.

For the Orchard Park School Related Professionals Association:

\_\_\_\_\_ date 8/1/07  
President OPSRPA

For the Orchard Park Teachers Association:

\_\_\_\_\_ date 8/3/07  
President OPTA

For the Orchard Park Central School District:

\_\_\_\_\_ date 8/7/07  
Superintendent of Schools

